



## Muga Funding and Creation of a New Globally Diversified Potash Company

Highfield Resources Limited (ASX: HFR) (**Highfield** or the **Company**) is pleased to announce that it has entered into binding agreements with Yankuang Energy Group Co., Ltd (**Yankuang Energy**) and a number of strategic investors including Beijing Energy International Holding Co., Ltd (**Beijing Energy**) and Singapore Taizhong Global Development Pte. Ltd. (**Taizhong**), in relation to a transaction which is expected to transform Highfield into a globally diversified potash company and deliver the remaining funding for Phase 1 of the Muga potash project (the **Transaction**).

The Transaction comprises the raising of US\$220 million in equity capital by Highfield from Yankuang Energy and the strategic investors (**Cornerstone Placement**) and the inter-conditional acquisition from Yankuang Energy of the Southey potash project in Saskatchewan, Canada (**Southey Vend-in**) by way of the direct or indirect acquisition of 100% of the shares in Yancoal Canada Resources (a subsidiary of Yankuang Energy) (**Yancoal Canada**), as further outlined below.

### Strategic Rationale and Key Highlights of the Transaction

- The construction-ready Muga Phase 1 project is expected to be fully funded from completion of the Transaction.
- Establishing, with the addition of Southey, a leading pure play potash company with a diversified portfolio of projects in tier-1 jurisdictions underpinned by strong ESG credentials.
- An experienced leadership team with a proven track record in project development.
- Attractive premium benefiting Highfield shareholders, with new fully paid ordinary shares in the Company (**Shares**) to be issued by Highfield for both the Southey Vend-in and Cornerstone Placement at a price of A\$0.50 per Share, being a:
  - o 64% premium to last close price of the Shares on ASX on 18 July 2024, representing the undisturbed price; and
  - o 63% premium to 30-day volume weighted average price of Shares on ASX as of 18 July 2024.
- Opportunity to unlock significant value with the support from a strong shareholder base
  - o the establishment of a partnership with Yankuang Energy, a leading diversified Chinese energy company, with deep global connections and financial resources which is committed to support Highfield's growth and development.
  - o Additional synergies and value creation opportunities expected from partnering with Beijing Energy, Taizhong and other investors.

### Overview of Southey

The Southey project is wholly owned by Yancoal Canada, which is a subsidiary of Yankuang Energy, and was established in 2011. Southey is a greenfield potash mine project located approximately 60 km north of Regina, Saskatchewan, Canada. The Southey project has been the subject of significant investment by Yancoal Canada – this includes:

- a feasibility study completed in 2016 by Yancoal Canada and its technical consultants<sup>1</sup>; and

<sup>1</sup> The study includes a historic foreign estimate of mineral reserves and mineral resources, which require further technical work to be undertaken before those reserve and resource estimates are sufficiently reliable to be disclosed in accordance with relevant ASX requirements.



- a primary environmental approval is in place<sup>2</sup>.

It is intended that Southey will be a solution mining potash project. Solution mining is a proven technology which involves drilling both injection and extraction wells to the target ore body. Heated brine is injected underground, where the water dissolves the potash layer, and the potash rich brine is pumped back to the surface for processing.

## Overview of Transaction

### Cornerstone Placement:

- Highfield has entered into binding equity subscription agreements (**ESAs**) with each of Yankuang Energy, Beijing Energy and Taizhong, to issue new Shares at a price of A\$0.50 per Share.
- Under the ESAs, Yankuang Energy, Beijing Energy and Taizhong have agreed to subscribe for up to US\$90 million, for US\$50 million, and for US\$30 million of new Shares under the Cornerstone Placement, respectively, for a total of US\$170 million.
- In addition, Highfield has entered into a non-binding letter of intent (**LOI**) with another strategic investor in relation to the subscription for US\$20 million of new Shares, at a price of A\$0.50 per Share, under the Cornerstone Placement, and is negotiating with other strategic investors in relation to subscriptions for a further US\$50 million of new Shares. Commitments to subscribe for such Shares is subject to Highfield entering into final, binding ESAs with each of those strategic investors.
- If the total subscriptions under all ESAs entered into prior to completion of the Transaction exceed US\$220 million before completion of the Cornerstone Placement, the amount subscribed by Yankuang Energy may, at its election, reduce (provided that the Cornerstone Placement raises at least US\$220 million).

### Southey Vend-in:

- Highfield and Yankuang Energy have entered into a binding implementation agreement (**Implementation Agreement**) pursuant to which Highfield has agreed to acquire directly or indirectly, all of the issued capital of Yancoal Canada (which owns the Southey asset) for consideration valued at US\$286 million<sup>3</sup> subject to certain completion adjustments described in the investor presentation released to ASX on the date of this announcement (**Investor Presentation**)).
- The consideration for the acquisition of Yancoal Canada referenced above will be satisfied by Highfield issuing new Shares to the value of that consideration at A\$0.50 per Share, to Yankuang Energy.

The Transaction is expected to result in Yankuang Energy being Highfield's majority shareholder. Also, under the Implementation Agreement, Yankuang will have the right to appoint nominees directors to the Highfield Board comprising a majority of the Highfield Board with effect on and from completion.

Completion under the Implementation Agreement is inter-conditional and simultaneous with closing under the ESAs (and conditional on the amount subscribed for under the ESAs (including the ESA to which Yankuang Energy is a party and any ESA signed before completion of the Transaction) being no less than US\$220 million in aggregate).

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<sup>2</sup> The current environmental approval will expire if development does not commence by August 2026. The provincial government has already extended the approval for 5 years and historically has been favorable in granting extensions.

<sup>3</sup> See the definition of 'Yancoal Target Locked Box Value' in the Implementation Agreement. This amount is defined to comprise of net assets of approximately US\$181.4 million, Yancoal Canada shareholder loans net of cash of approximately US\$90 million and cash of approximately US\$14.6 million, all as at 30 April 2024.



Completion of the Transaction is subject to the satisfaction of certain conditions including receipt of required regulatory approvals (including approval from the Foreign Investment Review Board, and approval from relevant regulators in Spain, Canada and China), Highfield shareholder approval (under item 7 of section 611 of the Corporations Act 2001 (Cth)) in connection with the Southey Vend-in and under ASX Listing Rule 7.1 in connection with the Cornerstone Placement), project finance lender and other material contract counterparty consent and conversion of all convertible notes on issue in Highfield (details of which were announced to ASX on 23 May and 22 December 2023), confirmation from certain key management personnel that they will remain in their positions at completion and that they waive any severance pay in connection with the Transaction, the completion of certain transactions in relation to property rights relating to Muga, entry into an offtake agreement between Highfield and Yankuang Energy, entry into certain other ancillary agreements with certain of the other participants in the Cornerstone Placement, the Transaction resulting in Yankuang Energy holding a majority of the shares on issue in Highfield immediately after completion, and other closing conditions customary for a transaction of this kind.

Assuming all conditions are satisfied, Highfield anticipates that the Transaction will complete in early 2025.

The Implementation Agreement contains limited termination rights, including that either party may terminate in the event of an unremedied material breach by the other party.

Highfield will be subject to exclusivity obligations, including no shop, no talk and no due diligence obligations (the latter two subject to a fiduciary exception), notification obligations and a matching right. A market standard break fee will be payable by Highfield to Yankuang Energy in certain limited circumstances.

A copy of the Implementation Agreement, which sets out the terms and conditions of the Southey Vend-in and associated matters and includes the form of the Yankuang Energy ESA (which sets out the terms and conditions of the Cornerstone Placement), is attached to this announcement at Annexure 1. The ESAs entered into by Taizhong and Beijing Energy are on materially similar terms to the Yankuang Energy ESA (save as described in the Investor Presentation, which also contains more detail on the terms of the Implementation Agreement and the ESAs).

## Board recommendation and shareholder support

Highfield's Board intends to unanimously recommend that Highfield shareholders vote in favour of the resolutions which will be required to approve the Transaction, subject to an independent expert concluding that the Transaction is fair and reasonable, or is not fair but is reasonable, or is in the best interests of HFR shareholders, and in the absence of a superior proposal.

Each of EMR Capital GP Limited as general partner of EMR Capital Resources Fund, LP, EMR Capital Investment (No.2B) Pte. Ltd. and Potash (Muga) and Copper (Patagonia) Holdings Limited (formerly known as EMR Capital Investment (No. 3) Cayman Ltd) (together, the **EMR Shareholders**) have also confirmed to the Company that they intend to vote in favour of the resolutions required to approve the Transaction subject to there not being any superior proposal, the Highfield Board continuing to recommend that Highfield shareholders vote in favour of the Transaction, and any independent expert appointed by Highfield to consider the merits of the Transaction concluding that the Transaction is fair and reasonable, or is not fair but is reasonable, or is in the best interests of HFR shareholders.

The holders of the convertible notes (including the EMR Shareholders (or their affiliates)) have agreed to convert their convertible notes before or upon the completion of the Transaction. The terms of the



convertible notes have been amended such that the convertible notes convert at conversion prices in effect at the date of this agreement, on a basis which is inter-conditional with the Transaction.

## Short Term Funding

Highfield is seeking to raise up to US\$15 million (~A\$22.4 million) (**Short Term Funding**) to support the Company's planned activities between this announcement and completion of the Transaction<sup>4</sup> and has the support of the EMR Shareholders in this initiative.

The Short Term Funding is expected to take the form of an institutional placement to raise up to US\$12 million (~A\$17.9 million) (**Institutional Placement**) of New Shares with US\$5 million (~A\$7.5 million) of this amount committed from an entity managed by EMR Capital and affiliated with the EMR Shareholders (**EMR Subscriber**) with such committed amount being conditional on HFR shareholder approval at an extraordinary general meeting of HFR (**Conditional Placement**), and a follow-on offer of New Shares under a share purchase plan (**SPP**) which will be made available to existing shareholders of the Company with a registered address in Australia and New Zealand.

No component of the Short Term Funding is being underwritten. Further details of the Short Term Funding can be found at Schedule 1 of this announcement.

Ignacio Salazar, the CEO and Managing Director of Highfield, said:

"This is an outstanding outcome which is expected to result in the commencement of Muga construction and puts Highfield on a very strong platform of growth for the future. We are delighted to have reached agreement with organisations with the reputation, track record and balance sheet strength of Yankuang Energy, Beijing Energy, and Taizhong. On completion of this deal, we believe we will have the assets, the team and the capital to unlock and create significant value for Highfield."

Further details of Southey and the Transaction can be found in the Investor Presentation.

Highfield's financial advisor in relation to the Transaction is Morgan Stanley Australia Limited, and its legal advisors are MinterEllison and Herbert Smith Freehills. Morgan Stanley Australia Limited and DBS Bank Ltd. are joint lead managers in relation to the Cornerstone Placement and the Short Term Funding.

An investor call on the Transaction will be held at 4:30pm AEST on 24 September 2024. Please use the following registration link: <https://s1.c-conf.com/diamondpass/10042283-kj8u7y.html>

-ENDS-

<sup>4</sup> Depending on the amount raised under the Short Term Funding and the SPP and other factors (including certain factors beyond Highfield's control), Highfield may need to raise further capital prior to completion of the Transaction (see the risk factors in the Investor Presentation dated 23 September 2024).

# ASX ANNOUNCEMENT



This announcement has been authorised for release by the **Directors of Highfield Resources Limited**

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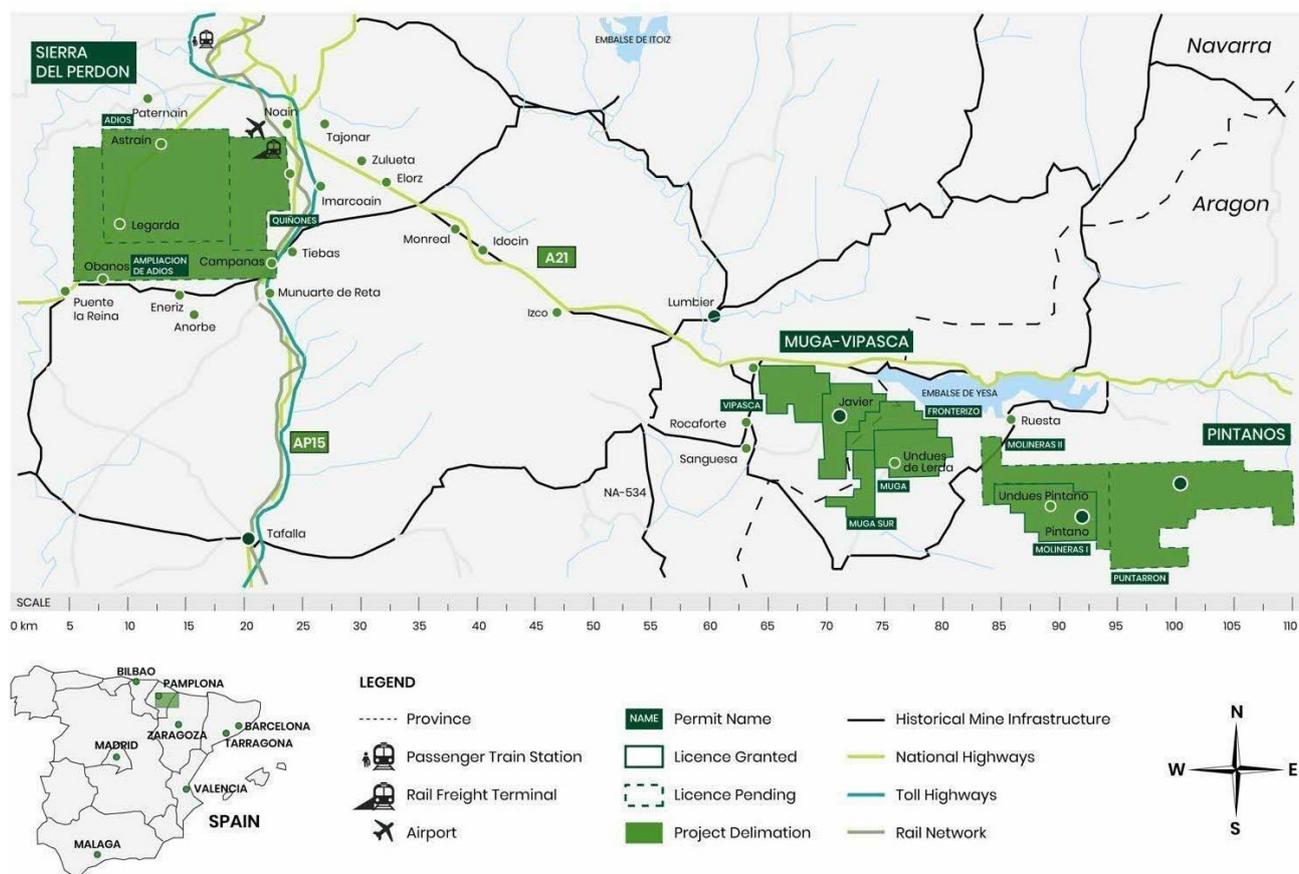
## About Highfield Resources

Highfield Resources is an ASX listed potash company which is planning on commencing full scale construction of its flagship low cost, low capex Muga Project in Spain having finalised the initial site preparatory work and having received all permits and key licences. Muga’s Mining Concession was granted in 2021, the ramp construction licence in Aragón in 2022 and the process plant construction licence in Navarra in 2023.

Muga is a unique project – with shallow mineralization and no aquifers above it there is no need to build a shaft. There is high quality and readily accessible infrastructure already in place in the region and importantly, the Muga Project is located in the heart of a European agricultural region which has a clear deficit in potash supply. In addition to Muga’s secure southern European location, since February 2022 events in Russia and Belarus have heightened the awareness of the strategic value of the Muga Project for both Spain and the European Union.

Highfield’s potash tenements (Muga-Vipasca, Pintanos, and Sierra del Perdón) are located in the Ebro potash producing basin in Northern Spain, covering an area of around 250km<sup>2</sup>.

**FIGURE 1: LOCATION OF MUGA-VIPASCA, PINTANOS, AND SIERRA DEL PERDÓN TENEMENT AREAS IN NORTHERN SPAIN.**





## About Yankuang Energy and Yancoal Canada

Yankuang Energy is a joint stock company with limited liability incorporated under the laws of the PRC, with its H Shares and A Shares listed on the Hong Kong Stock Exchange and Shanghai Stock Exchange, respectively. Yankuang is principally engaged in mining, high-end chemicals and new materials, new energy, high-end equipment manufacturing and intelligent logistics. Yankuang Energy is a majority shareholder in ASX listed Yancoal Australia Ltd.

Yancoal Canada is a wholly-owned subsidiary of Yankuang Energy established in 2011 and located in Saskatchewan, Canada. Yancoal Canada is principally engaged in the exploration and development of potash and holds a 100% interest in the Southey project, a greenfield potash mine project and four other potash mining right.

### Important Notice and Disclaimer

Nothing contained in this announcement constitutes investment, legal, tax or other advice. You should make your own assessment and take independent professional advice in relation to the information and any action on the basis of the information.

This announcement contains certain forward-looking statements. Words such as “continue”, “expect”, “forecast”, “estimated”, “potential”, “likely”, “projected”, “anticipated” or such similar phrases are intended to identify forward-looking statements. Similarly, indications of and guidance on production are also forward-looking statements as are statements regarding market outlook, statements regarding Highfield’s plans, objectives, and strategies and statements regarding the conduct and outcome of the Short Term Funding and the Transaction and source and use of funds. Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors, many of which are beyond the control of Highfield, its officers, employees, shareholders, agents and advisers and the joint lead managers of the Short Term Funding (**JLM Parties**) and which may cause actual results and outcomes to differ materially from those expressed or implied in this announcement or in such statements. None of the JLM Parties have authorised, approved or verified any forward-looking statements. There can be no assurance that the actual outcomes discussed in this announcement will not differ materially from these statements. There are usually differences between forecasts and actual results because events and circumstances frequently do not occur as forecast, and these differences may be material at times. See the Key Risks in the Appendix of the Investor Presentation for a non-exhaustive summary of certain key business, offer and general risk factors that may affect Highfield.

Investors should not place undue reliance on such forward-looking statements, especially in view of the current and challenging economic, market, climate, supply chain and other uncertainty and disruption, including the conflicts in the Ukraine and the Middle East. Neither Highfield, any member of the Highfield group or their officers, employees, agents or any other person gives any warranty, representation or assurance that the occurrence of the events expressed or implied in any forward looking statement will occur or have or accept any responsibility to update or revise any such forward-looking statement to reflect any change in the Highfield group’s circumstances or financial condition, status or affairs or any change in the events or conditions on which such statements are based, except as required under Australian law.

The negotiations between Highfield and the strategic investors (other than Beijing Energy and Taizhong) are ongoing. No legally binding agreements between them in respect of participation in the Cornerstone Placement have been signed, and there is no assurance that such agreements will be entered into. There is a



risk that the Transaction may not be implemented by reason of the failure of the above parties to reach a consensus (or the failure to satisfy another condition to completion). Highfield will update the market in accordance with its continuous disclosure obligations.

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This announcement does not constitute an offer to sell, or the solicitation of an offer to buy, any securities in the United States or any other jurisdiction in which such an offer would be unlawful. This announcement may not be distributed or released in the United States. The new Shares have not been, nor will be, registered under the U.S. Securities Act of 1933 (the **U.S. Securities Act**). Accordingly, the new Shares may not be offered or sold to, any person in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable securities laws of any state or other jurisdiction of the United States.



## Schedule 1 – Details of the Short-Term Funding

### Short-Term Funding

Highfield has today announced an equity raising of up to approximately US\$15 million, comprising a Unconditional Placement, Conditional Placement and SPP. Each New Share (as defined below) issued under the Short Term Funding will rank equally with existing Shares in the Company with effect from their date of issue.

### Institutional Placement

The Institutional Placement involves the offer of up to approximately 59.9 million new fully paid ordinary shares in Highfield (**New Shares**) to institutional investors at an issue price of A\$0.2989 per New Share to raise approximately US\$12 million (equivalent to approximately A\$17.9 million<sup>5</sup>), by way of a US\$7.0 million (equivalent to A\$10.4 million<sup>5</sup>) unconditional component (**Unconditional Placement**) and US\$5.0 million (equivalent to A\$7.5 million<sup>5</sup>) Conditional Placement.

The issue price of A\$0.2989 per New Share (**Offer Price**) represents a 0.4% discount to the last traded price of the Company's ordinary shares (**Shares**) on ASX of A\$0.300 on Monday, 23 September 2024.

The Unconditional Placement component of the Institutional Placement will be conducted over the course of Tuesday, 24 and Wednesday, 25 September 2024. Highfield's Shares will remain in a trading halt pending announcement of completion of the Unconditional Placement, which is expected to occur before the commencement of trading on ASX on Thursday, 26 September 2024. Highfield anticipates that its Shares will resume trading on the ASX from market open on Thursday, 26 September 2024.

Settlement of the Unconditional Placement component of the Institutional Placement is expected to occur on Monday, 30 September 2024 with issue of the New Shares under the Unconditional Placement expected to occur on or around Tuesday, 1 October 2024.

The Institutional Placement is **not** underwritten. Morgan Stanley Australia Securities Limited and DBS Bank Ltd. are acting as joint lead managers to the Institutional Placement.

### Conditional Placement

The Conditional Placement component of the Institutional Placement involves the offer of approximately 25 million New Shares to the EMR Subscriber at the Offer Price per New Share to raise US\$5.0 million (equivalent to A\$7.5 million<sup>5</sup>), representing 6.4% of Highfield's current issued capital.

The Conditional Placement is subject to, amongst other things:

- the EMR Subscriber obtaining approval from Australia's Foreign Investment Review Board to subscribe for the New Shares under the Conditional Placement; and
- Highfield obtaining shareholder approval for the issue of New Shares to the EMR Subscriber under the Conditional Placement at an extraordinary general meeting of Highfield to be held in or around November 2024 (**EGM**) for the purposes of item 7 of section 611 of the Corporations Act and for all other purposes.

<sup>5</sup> Based on a AUD / USD exchange rate of 0.67



Details of the time and venue for the EGM will be provided in a notice of meeting to be despatched to Highfield shareholders in due course.

Settlement of the Conditional Placement component of the Institutional Placement and the issue of New Shares under the Conditional Placement is expected to occur shortly after the date of the EGM (assuming shareholder approval is obtained at the EGM) in or around December 2024.

The Conditional Placement is not underwritten. Morgan Stanley Australia Securities Limited and DBS Bank Ltd. are acting as joint lead managers to the Conditional Placement.

## SPP

In addition to the Unconditional Placement and Conditional Placement, Highfield intends to undertake the SPP to raise US\$3 million (equivalent to A\$4.5 million<sup>4</sup>) at the Offer Price per New Share (being the same price as New Shares will be offered to institutional investors under the Institutional Placement).

The SPP will be undertaken without a disclosure document in reliance on the relief provided under *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*.

Under the SPP, eligible shareholders, being existing Highfield shareholders as at 7:00pm (Sydney, Australia time) on Friday, 20 September 2024 with a registered address in Australia or New Zealand will have the opportunity to increase their holding in Highfield Shares by up to A\$30,000 worth of New Shares<sup>6</sup> at the same price per New Share as offered to institutional investors under the Institutional Placement, without incurring any brokerage or transaction costs.

Highfield reserves the right to increase the size of the SPP or to scale back applications in its absolute discretion.

The SPP will open on Thursday, 3 October 2024 and will close at 5:00pm (Sydney, Australia time) on Tuesday, 15 October 2024 (**SPP Offer Period**).

Further details about the SPP will be set out in the SPP offer booklet, which Highfield expects to lodge with the ASX and despatch to eligible shareholders on Thursday, 3 October 2024.

The SPP will **not** be underwritten.

Eligible shareholders can call the HFR offer information line on 1300 286 644 (from within Australia) or +61 2 9698 5414 (from outside Australia) between 8:30am to 7:00pm (Sydney, Australia time) weekdays during the SPP Offer Period for more information.

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<sup>6</sup> Approximately 100,368 New Shares assuming an issue price of A\$0.2989 per New Share under the SPP.

Execution Version  
签署版

# Implementation agreement 实施协议

Highfield Resources Limited  
高地资源有限公司

Yankuang Energy Group Company Limited  
兖矿能源集团股份有限公司

# Implementation agreement 实施协议

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# Details

## 详细信息

Date

日期

23 September 2024

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### Parties

缔约方

Name

名称

**Highfield Resources Limited**

高地资源有限公司

ACN

澳大利亚公司号

**153 918 257**

**153 918 257**

Short form name

简称

**Highfield**

高地资源

Notice details

通知接收地址详情

169 Fullerton Road

Dulwich, South Australia 5065 Australia

**Email:** ignacio.salazer@highfieldresources.com.au and kadams@hlbsa.com.au,

with copies to daniel.scotti@minterellison.com,

nicole.sloggett@minterellison.com and philippa.stone@hsf.com

电子邮件: ignacio.salazer@highfieldresources.com.au 和

kadams@hlbsa.com.au, 并抄送 daniel.scotti@minterellison.com、

nicole.sloggett@minterellison.com 和 philippa.stone@hsf.com

**Attention:** The Directors

收件人: 董事

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Name

名称

**Yankuang Energy Group Company Limited**

兖矿能源集团股份有限公司

Short form name

简称

**YK**

兖矿

Notice details

通知接收地址详情

No. 949, South Fushan Road, Zoucheng City, Jining City, Shandong Province, China.

中国山东省济宁市邹城市凫山南路 949 号

**Email:** ymewun@163.com; yknyyhr@163.com

电子邮件: ymewun@163.com; yknyyhr@163.com

**Attention:** Wu Ning; Yin Haoran

收件人: 吴宁; 尹浩然

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### Background

背景介绍

- A The parties wish to vend the Yancoal Target Business into the Highfield Business.  
双方希望将兖煤目标集团业务注入高地资源业务。

- B** The vend-in is proposed to be implemented, subject to, among other things, approval of the Highfield Shareholders, by way of the YK Seller selling the Sale Shares, and Highfield (or its nominee appointed in accordance with this agreement) acquiring the Sale Shares in return for Highfield issuing the Scrip Consideration, on the terms and conditions set out in this agreement.  
以（除其他事项外）高地资源股东批准为前提，拟根据本协议规定的条款和条件，通过兖矿卖方出售待售股份，高地资源（或其根据本协议指定的被指定人）购买待售股份并以高地资源发行对价股份作为对价的方式，实施资产注入。
- C** Subject to the terms and conditions of the YK Subscription Agreement, concurrently with Completion and subject to the Completion occurring, Highfield will issue, and YK (or its nominee(s) appointed in accordance with this agreement) will subscribe for, the Subscription Shares.  
受限于兖矿认购协议的条款和条件，在交割的同时并以交割发生为前提条件，高地资源将发行并且兖矿（或其根据本协议指定的指定人）将认购认购股份。
- D** This agreement sets out the steps to be taken by the parties to implement the Transaction.  
本协议规定了双方为实施交易而应采取的步骤。

# Agreed terms

## 商定条款

### 1. Defined terms & interpretation

#### 术语定义与解释

#### 1.1 Defined terms

##### 定义术语

In this agreement:  
在本协议中:

**Accounting Standards** means International Financial Reporting Standards as issued by the International Accounting Standards Board in force on the Execution Date.  
**会计准则**指由国际会计准则理事会颁布的、在签署日期有效的《国际财务报告准则》。

**Accrued Interest Amount** means the total amount of interest accrued and payable between the Locked Box Date (exclusive) and Completion Date (inclusive) under the Yancoal Target Shareholder Loan. For the avoidance of doubt, the Accrued Interest Amount does not include interest which accrued and was paid between the Locked Box Date (exclusive) and Completion Date (inclusive) under the Yancoal Target Shareholder Loan.

**应计利息金额**指根据兖煤目标公司股东贷款在锁箱日（不含该日）至交割日期（含该日）期间应计和应付的利息总额。为避免疑义，应计利息金额不包括根据兖煤目标公司股东贷款在锁箱日（不含该日）至交割日期（含该日）期间已产生并已支付的利息。

**Affiliates** means in relation to a party:  
**关联方**就一方而言，

- (a) if it is a corporate entity, its directors, officers and shareholders; and  
在该方为公司实体的情况下，指其董事、高级职员和股东；及
- (b) any Related Body Corporate of the party.  
指该方的任何相关法人团体。

**ASIC** means the Australian Securities and Investments Commission.  
**ASIC** 指澳大利亚证券和投资委员会。

**Associate** has the meaning set out in section 12 of the Corporations Act, as if subsection 12(1) of the Corporations Act included a reference to this agreement and Highfield was the designated body.  
**相关方**具有《公司法》第 12 条所规定的含义，如同《公司法》第 12(1)小节提及本协议，且高地资源是指定机构一般。

**ASX** means ASX Limited ABN 98 008 624 691 or, where the context requires, the financial market that it operates.

**ASX** 指 ASX Limited ABN 98 008 624 691，或根据上下文需要，指其运营的金融市场。

**Authorisation** means any approval, licence, consent, authority or permit or analogous authorisation.

**授权**指任何批准、许可、同意、授权或许可证或类似授权。

**Australian Security Document** means the specific security deed – intra-group receivables between KCL Resources Ltd as grantor and Global Loan Agency Services Australia Specialist Activities Pty Limited as security trustee dated 11 September 2023, as amended and supplemented from time to time.

**澳大利亚担保文件**指 KCL Resources Ltd（作为授予人）与 Global Loan Agency Services Australia Specialist Activities Pty Limited（作为担保受托人）之间日期为 2023 年 9 月 11 日并经不时修订和补充的担保契约—集团内应收款。

**Average Conversion Price** means the simple average of the Conversion Price of each tranche of the Convertible Notes.

**平均转股价格**指每批可转换票据的转股价格的简单平均数。

**BJEI** means Beijing Energy International Holding Co., Ltd., a company registered in Bermuda and listed on the Hong Kong Stock Exchange.

**BJEI** 指北京能源国际控股有限责任公司，一家在百慕大注册并在香港证券交易所上市的公司。

**Business Day** means:

工作日

- (a) for receiving a notice under clause 22, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and  
就接收第 22 条项下通知而言，指在接收通知的地点除星期六、星期日、公共节假日或银行假日以外的一日；及
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia, Luxemburg, Hong Kong, Saskatoon, Canada or China.  
就所有其他目的而言，指在澳大利亚悉尼、卢森堡、香港、加拿大萨斯卡通或中国除星期六、星期日、公共节假日或银行假日以外的一日。

**Business Records** means all original and copies of the books, records, documents, information, accounts and data (whether machine readable or in printed form) in the possession of or controlled by a Yancoal Target Group Member and any source material used to prepare them, provided that such source material is in the possession or control of the Yancoal Target Group.

**业务记录**指兖煤目标集团成员占有或控制的所有账簿、记录、文件、信息、账目和数据（无论是机读形式还是印刷形式）的原件和副本以及用于编制上述各项的任何原始材料（前提是该等原始材料由兖煤目标集团占有或控制）。

**Claim** means any allegation, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

**索赔**指任何性质的指控、诉因、责任、索赔、程序、诉讼或要求，不论其如何产生，也不论其是现在的还是将来的、是确定的还是未确定的、是实际的还是或有的，不论是依据普通法、衡平法、成文法还是另行提起的。

**Clearance Certificate** is defined in clause 15.4(b).

**完税证明**定义见第 15.4(b)条。

**Competing Proposal** means any bona fide proposal, agreement, arrangement or transaction, which, if entered into or completed, would mean a Third Party (either alone or together with any Associate) may:

**竞争性提案**指任何真实的提案、协议、安排或交易，如果签订或完成，将意味着第三方（单独或与任何相关方一起）可以：

- (a) directly or indirectly acquire a Relevant Interest in, or have a right to acquire, a legal, beneficial or economic interest in, or control of, 15% or more of Highfield Shares;  
直接或间接获得 15%或更多高地资源股份的相关权益，或有权获得 15%或更多高地资源股份的法律、实益或经济利益或控制权；
- (b) acquire Control of Highfield or any subsidiary of Highfield;  
获取高地资源或高地资源的任何子公司的控制权；
- (c) directly or indirectly acquire or become the holder of, or otherwise acquire or have a right to acquire, a legal, beneficial or economic interest in, or Control of, all or a material part of

Highfield's business or assets, or the business or assets of the Highfield Group, or the Muga Project;

直接或间接地获得高地资源业务或资产或高地资源集团业务或资产或 Muga 项目的全部或重要部分或成为其持有人，或以其它方式获得或有权获得上述各项的法律、实益或经济利益或控制权；

- (d) otherwise directly or indirectly acquire or merge with any Highfield Group Member; 以其他方式直接或间接收购任何高地资源集团成员或与之合并；
- (e) provide a substantial portion of the remaining funding for phase 1 of the Muga Project; or 为 Muga 项目第 1 期提供大部分剩余资金；或
- (f) require Highfield to abandon, or otherwise fail to proceed with, the Transaction, 要求高地资源放弃或以其他方式不继续进行交易，

whether by way of takeover bid, members' or creditors' scheme of arrangement, shareholder approved acquisition, capital reduction, buy back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement, any form of debt or hybrid financing, any royalty-related financing or other transaction or arrangement, *provided* that the issuance of Highfield Shares (i) under the Investors Subscription Agreements or (ii) under the Short-Term Funding, will not constitute a Competing Proposal. For the avoidance of doubt, each successive material modification or variation of any proposal, agreement, arrangement or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

无论是通过收购要约、股东或债权人安排计划、股东批准的收购、减资、回购、出售或购买股份、其他证券或资产、转让资产和负债、法人或非法人合资企业、两地上市公司（或其他综合合并）、公司安排契约、任何债转股安排、任何形式的债务或混合融资、任何与特许权使用费相关的融资或其他交易或安排，但(i)根据投资者认购协议或(ii)根据前序融资发行高地资源股份不构成竞争性提案。为避免疑义，与某一竞争性提案相关的任何提案、协议、安排或交易的每一后续重大修改或改动将构成新的竞争性提案。

**Completion** means completion of the sale and purchase of the Sale Shares under clause 8.  
**交割**指根据第 8 条完成待售股份的买卖。

**Completion Date** means the date on which Completion occurs (*provided* that (i) such date is no later than five Business Days after the Conditions (other than the Conditions which by nature are not capable of waiver or that are incapable of satisfaction until Completion) have been satisfied or waived in accordance with clause 3.2 and (ii) the Conditions that are incapable of satisfaction until Completion are satisfied on, or have been waived on or by the same date as Completion), or any other date agreed in writing by Highfield and YK.

**交割日期**指交割发生之日（前提是：(i)该日期不迟于条件（根据其性质不能豁免的或不能在交割前满足的条件除外）已根据第 3.2 条得到满足或被豁免后五个工作日；及(ii)不能在交割前满足的条件在交割之时或交割当日得到满足或被豁免），或高地资源和兖矿书面同意的任何其他日期。

**Completion Steps** means the steps that each party must carry out, which are set out in Schedule 4.

**交割步骤**指每一方必须执行的步骤，这些步骤载于附表 4。

**Condition** means a condition set out in Schedule 3.  
**条件**指附表 3 中所载的条件。

**Control** means, with respect to any person other than an individual, the possession, directly or indirectly, of the power to:

对个人以外的任何人而言，**控制**指直接或间接拥有以下权力：

- (a) determine or direct the financial or operating policies of the person; 确定或主导该人的财务或业务政策；
- (b) control the membership of the board or other governing body of the person, or

控制该人的董事会或其他管理机构的成员；或

- (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the person,  
控制在该人的股东大会上可投最高票数的过半数，

regardless of whether the power is in writing or not, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise and, solely for the purposes of this agreement:

无论该权力是否为书面形式、明示或暗示、正式或非正式或通过信托、协议、安排、谅解、惯例或其他方式产生，且仅为本协议之目的：

- (d) a person will also be taken to 'Control' a trust if:  
在以下情况下，某人也将被视为"控制"了某项信托：
- (i) the person is the sole trustee of the trust;  
该人是该信托的唯一受托人；
  - (ii) the composition of the board of directors of any corporate trustee of the trust is or can be determined by the person (either alone or with its Affiliates);  
该信托的任何法人受托人的董事会的组成由或可由该人（单独或与其关联方一起）决定；
  - (iii) the person holds or owns (either alone or with its Affiliates) and whether directly or indirectly:  
该人（单独或与其关联方一起）直接或间接持有或拥有：
    - (A) the majority of the issued voting shares of any corporate trustee of the trust;  
该信托的任何法人受托人的多数已发行有表决权股份；
    - (B) the majority of the issued voting shares of the ultimate Controlling entity of any corporate trustee of the trust; or  
该信托的任何法人受托人的最终控制实体的多数已发行有表决权股份；或
    - (C) the majority of the units, securities or other rights granted by the trust entitling holders to distributions from the trust; or  
信托所授予的使持有人有权从信托中获得分配的单位、证券或其他权利中的多数；或
  - (iv) the person has the power to appoint the trustees or beneficiaries of the trust,  
该人有权指定信托的受托人或受益人，

and **Controlled** and **Controlling** have a corresponding meaning.  
受控制具有相应的含义。

**Controller** has the meaning it has in the Corporations Act.  
控制人具有《公司法》中的含义。

**Conversion Price** means, in respect of a tranche of Convertible Notes, the Conversion Price (as defined in the applicable Convertible Note Deed) that applied immediately before the Execution Date.

转股价格指，就某一批可转换票据而言，在紧接签署日期之前适用的转股价格（定义见适用的可转换票据契约）。

**Convertible Notes** means the two tranches of convertible notes issued by Highfield to the EMR Entities, among others, and described in the announcements released to ASX by Highfield on 23 May 2023 and 22 December 2023.

可转换票据指高地资源向 EMR 实体等发行的两批可转换票据，如高地资源于 2023 年 5 月 23 日和 2023 年 12 月 22 日向 ASX 发布的公告中所述。

**Convertible Note Deeds** means the convertible note deeds under which the Convertible Notes were issued.

可转换票据契约指发行可转换票据所依据的可转换票据契约。

**Corporations Act** means the *Corporations Act 2001* (Cth).

《公司法》指《2001年联邦公司法》。

**Crown Subsurface Mineral Lease** means any one or more of the subsurface mineral leases between His Majesty the King in Right of Saskatchewan (as it then was), represented by the Minister of Energy and Resources, and Yancoal Canada Resources Co., Ltd., identifiable as KL 238, KL 239, KL 240, KL 241, KL 242, and KL 243. Any reference herein to any Crown Subsurface Mineral Lease includes any mineral leases or other interests into which such Crown Subsurface Mineral Lease may have been converted.

皇家地下矿产租赁权指由能源和资源部长代表的（时任）萨斯喀彻温省国王陛下与 Yancoal Canada Resources Co., Ltd. 之间的 KL 238、KL 239、KL 240、KL 241、KL 242 和 KL 243 号地下矿产租赁权中的一个或多个。本协议中提及的任何皇家地下矿产租赁权包括该皇家地下矿产租赁权可能转换成的任何矿产租赁权或其他权益。

**Data Room** means:

数据室:

(a) in respect of YK, the Yancoal Target Group and the Yancoal Target Business, the online data room established on behalf of YK, hosted by SecureDocs and containing the Disclosure Materials;

就兖矿、兖煤目标集团及兖煤目标集团业务而言，指代表兖矿建立、由 SecureDocs 托管并载有披露材料的在线数据室；

(b) in respect of Highfield, the online data room established on behalf of Highfield, hosted by OneHub and containing the Highfield Disclosure Materials.

就高地资源而言，指代表高地资源建立、由 OneHub 托管并包含高地资源披露材料的在线数据室。

**Defaulting Party** is defined in clause 8.3.

违约方定义见第 8.3 条。

**Demand** means a written notice of, or demand for, an amount payable.

要求指应付款项的书面通知或要求。

**Disclosure Letter** means:

披露函指:

(a) a letter signed immediately before entry into this agreement together with the attachments to that letter (if any) addressed by YK to Highfield disclosing facts, matters and circumstances that are, or may be, inconsistent with the Warranties; or

由兖矿向高地资源发出的紧临签订本协议之前签署的信函，连同该信函的附件（如有），其中披露与保证不一致或可能不一致的事实、事项和情况；或

(b) a letter signed immediately before entry into this agreement together with the attachments to that letter (if any) addressed by Highfield to YK disclosing facts, matters and circumstances that are, or may be, inconsistent with the Highfield Warranties,

由高地资源向兖矿发出的紧临签订本协议之前签署的信函，连同该信函的附件（如有），其中披露与高地资源保证不一致或可能不一致的事实、事项和情况，

as the context requires.

视上下文的需要而定。

**Disclosure Materials** means:

披露材料指:

- (a) all documents and information that were contained in the Data Room and made available to Highfield, its representatives or advisers as at 11:59pm on 27 August 2024;  
截至 2024 年 8 月 27 日下午 11:59，数据室所包含的并提供给高地资源、其代表或顾问的所有文件和信息；
- (b) all written answers given to written questions submitted by Highfield, its representatives or advisers as part of the question and answer process, provided that such answers are included in the Data Room; and  
作为问答过程一部分的对高地资源、其代表或顾问提交的书面问题的所有书面答复，条件是这些答复包含在数据室中；以及
- (c) the information set out in the Disclosure Letter delivered by YK.  
兖矿交付的披露函中所载的信息。

**Disputing Action** means in respect of Tax Demand, any action to cause the Tax Demand to be withdrawn, reduced or postponed or to avoid, resist, object to, defend, appear against or compromise the Tax Demand and any judicial or administrative proceedings arising out of that action.

**争议行动**指，就纳税要求而言，为使纳税要求被撤回、减少或推迟，或为避免、抵制、反对、抗辩、出庭反对或折中处理纳税要求而采取的任何行动，以及由该行动引起的任何司法或行政程序。

**Duty** means any stamp, transaction, or registration duty, or similar charge which is imposed by any Tax Authority and includes any associated interest, penalty, charge or other amount which is imposed.

**印花税**指任何税务机关征收的印花税、交易税、登记税或类似费用，包括征收的任何相关利息、罚金、费用或其他金额。

**EMR Entities** means each of Potash (MUGA) Investment Pte. Ltd (formerly EMR Capital Investment (No. 2B) Pte Ltd) and EMR Capital GP III Limited in its capacity as general partner of EMR Capital Resources Fund III, LP.

**EMR 实体**指 Potash (MUGA) Investment Pte. Ltd (原 EMR Capital Investment (No. 2B) Pte Ltd) 和 EMR Capital GP III Limited (作为 EMR Capital Resources Fund III, LP 的普通合伙人)。

**EMR Relationship Entities** means the EMR Entities, EMR Capital Investment (No.3) Cayman Limited and EMR Capital GP Limited.

**EMR 关系实体**指 EMR 实体、EMR Capital Investment (No.3) Cayman Limited 和 EMR Capital GP Limited。

**Encumbrance** includes a 'security interest' as defined in the PPSA, a Mining Encumbrance and a mortgage, charge, lien, pledge, deemed trust for Taxes, assignment by way of security, claim, equity claim, right of pre-emption, option, covenant, restriction, restriction against transfer, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership, encumbrance and other Third Party interest but not a Permitted Encumbrance and **Encumber** has a corresponding meaning.

**权利负担**包括 PPSA 中所定义的“担保权益”、采矿权利负担以及抵押、押记、留置权、质押、视同税务信托、担保转让、索赔、权益要求权、优先购买权、选择权、契诺、限制、转让限制、保留、租赁、信托、命令、法令、判决、所有权缺陷（包括所有权保留要求）、相冲突的所有权要求、权利负担及其他第三方权益，但不包括允许的权利负担。

**Environmental Assessment Act** means *The Environmental Assessment Act (Saskatchewan)*.

**环境评估法**指萨斯喀彻温省《环境评估法》。

**Excluded Person** means any YK Group Member, any current or former director, officer or employee of any YK Group Member, any YK Group Representative or Adviser, or any current or former executive, officer, or any employee of or contractor to any Yancoal Target Group Member.

**除外人员**指任何兖矿集团成员，任何兖矿集团成员的任何现任或前任董事、高级职员或员工，任何兖矿集团代表或顾问，或任何兖煤目标集团成员的任何现任或前任执行官、高级职员或任何员工或承包商。

**Exclusivity Period** means the period from and including the Execution Date to the earlier of:  
**排他期**指从签署日期（含签署日期）起至下列日期（以较早者为准）止的期间：

- (a) the date of termination of this agreement;  
本协议终止之日；
- (b) the Sunset Date; or  
日落日；或
- (c) Completion.  
交割。

**Execution Date** means the date of execution of this agreement.  
**签署日期**系指本协议的签署日期。

**Expert** means a partner with at least 15 years' experience in an independent chartered accounting firm who is not an auditor of a party and has not been engaged by a party in the past 5 years, being:  
**专家**指符合以下条件的在独立特许会计师事务所拥有至少 15 年经验的合伙人，并且该人不是一方的审计师，并在过去 5 年中未被一方聘用过：

- (a) a person who is acceptable to Highfield and YK (both acting reasonably); or  
高地资源和兖矿（均合理行事）可接受之人；或
- (b) failing agreement between Highfield and YK within 5 Business Days after the date on which a party requests the appointment of an Expert, the person nominated by the Chair of the Resolution Institute Australia, who is to act in accordance with the Expert Determination Rules of the Resolution Institute Australia.  
（在高地资源和兖矿在一方要求任命专家之日起 5 个工作日内未达成一致的情况下）澳大利亚争议解决协会主席提名之人，该人将按照澳大利亚争议解决协会的专家决定规则行事。

**Facility Agent** means NATIXIS, S.A., SUCURSAL EN ESPAÑA.  
**贷款代理行**指 NATIXIS, S.A., SUCURSAL EN ESPAÑA。

**FATA** means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and the *Foreign Acquisitions and Takeovers Regulation 2015 (Cth)*.

**FATA** 指《1975 年联邦外国收购和接管法》和《2015 年联邦外国收购和接管条例》。

**Geoalcali** means GEOALCALI, S.L.U., a Spanish company with registered address at Avda. Carlos III, 13, 1º B, Pamplona/Iruña, Navarra (Spain), which is an indirectly wholly owned subsidiary of Highfield.

**Geoalcali** 指 GEOALCALI, S.L.U.，一家西班牙公司，注册地址为 Avda. Carlos III, 13, 1º B, Pamplona/Iruña, Navarra（西班牙），系高地资源的间接全资子公司。

**Governmental Agency** includes any governmental, semi-governmental, municipal or statutory authority, instrumentality, organisation, body or delegate (including any town planning or development authority, public utility, environmental, building, health, safety or other body or authority) having jurisdiction, authority, or power over or in respect of the YK Group, the Yancoal Target Group, the Yancoal Target Business, the Highfield Group, or the Highfield Business.

**政府机构**包括对兖矿集团、兖煤目标集团、兖煤目标集团业务、高地资源集团或高地资源业务拥有管辖权、权限或权力的任何政府、半政府、市政或法定机构、部门、组织、团体或代表（包括任何城市规划或发展机构、公用事业、环境、建筑、卫生、安全或其他机构或当局）。

**GST** means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.

**商品及服务税**指澳大利亚根据商品及服务税法或其他法律对供应征收的商品及服务税或类似增值税。

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.  
**商品及服务税法**指《1999年联邦新税制（商品及服务税）法》。

**GST Law** has the same meaning as in the GST Act.  
**商品及服务税法**与商品及服务税法中的含义相同。

**Headline Purchase Price** means:  
**基础购买价格**指：

- (a) the Yancoal Target Locked Box Value; *plus*  
兖煤目标公司锁箱价值；加上
- (b) the Accrued Interest Amount; *minus*  
应计利息金额；减去
- (c) any YK Adjustment Leakage.  
任何兖矿调整漏损。

**Highfield Accounts** means Highfield's audited financial report for the year ended 31 December 2023, released to ASX on 27 March 2024 and Highfield's reviewed financial report for the half-year ended 30 June 2024, released to ASX on 9 September 2024; and all respective associated notes.  
**高地资源报表**指 2024 年 3 月 27 日向 ASX 发布的高地资源截止于 2023 年 12 月 31 日之年度的经审计财务报表以及 2024 年 9 月 9 日向 ASX 发布的高地资源截止于 2024 年 6 月 30 日之半年度的经审阅的财务报表，以及所有相关附注；

**Highfield Board** means the board of directors of Highfield and a **Highfield Board Member** means any director of Highfield comprising part of the Highfield Board.  
**高地资源董事会**指高地资源的董事会，**高地资源董事会成员**指构成高地资源董事会一部分的任何高地资源董事。

**Highfield Business** means the business carried out by the Highfield Group as at the Execution Date, including the development of the Muga Project and ownership of the rights under the Muga Mining Concessions.  
**高地资源业务**指高地资源集团在签署日期开展的业务，包括开发 Muga 项目和拥有 Muga 采矿特许权项下的权利。

**Highfield Disclosure Materials** means:  
**高地资源披露材料**指：

- (a) all documents and information that were contained in the Data Room and made available to YK, its representatives or advisers as at 8:00 pm on 1 August 2024;  
截至 2024 年 8 月 1 日下午 8:00，数据室所包含的并提供给兖矿、其代表或顾问的所有文件和信息；
- (b) all written answers given to written questions submitted by YK, its representatives or advisers as part of the question and answer process, provided that such answers are included in the Data Room; and  
作为问答过程一部分的对兖矿、其代表或顾问提出的书面问题所作的所有书面答复，条件是这些答复包含在数据室中；以及
- (c) the information set out in the Disclosure Letter delivered by Highfield.  
高地资源交付的披露函中所载的信息。

**Highfield Employee** means an employee of a Highfield Group Member as at the Execution Date who remains employed by a Highfield Group Member immediately before Completion.

**高地资源员工**指于签署日期受雇于高地资源集团成员并且在紧接交割前仍受雇于高地资源集团成员的员工。

**Highfield Group** means Highfield and each of its Related Bodies Corporate (other than the Yancoal Target Group) and **Highfield Group Member** means any member of the Highfield Group.

**高地资源集团**指高地资源及其各相关法人团体（兖煤目标集团除外），**高地资源集团成员**指高地资源集团的任何成员。

**Highfield Information** means the information in the Notice of Meeting prepared by Highfield, being the information other than the Yancoal Target Information and the Independent Expert's Report.

**高地资源信息**指高地资源编写的会议通知中的信息，即兖煤目标集团信息和独立专家报告以外的信息。

**Highfield Nominee** means a subsidiary of Highfield, appointed by Highfield (in accordance with clause 4.8) to receive the Sale Shares under this agreement.

**高地资源被指定人**指高地资源（根据第 4.8 条）指定的接收本协议项下的待售股份的高地资源子公司。

**Highfield Material Adverse Change** means an event, change, condition, matter, circumstance or thing occurring, on or after the Execution Date which, whether individually or when aggregated with all such events, changes, conditions, matters, circumstances or things of a like kind that occur on or after the Execution Date or are reasonably likely to occur, has or would be considered reasonably likely to have a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the Highfield Group taken as a whole. For the avoidance of doubt, it shall be taken to be a Highfield Material Adverse Change if, without limiting the foregoing, (i) Highfield no longer has going concern status under the Accounting Standards issued by the Australian Accounting Standards Board; or (ii) a material Authorisation for the Muga Project is not in good standing or valid (and remains so for 10 Business Days following written notification from YK to Highfield); or (iii) there exists any Material Impediment (and remains so for 10 Business Days following written notification from YK to Highfield); or (iv) any Relevant Proceeding has resulted in, or is likely to result in any Material Impediment.

**高地资源重大不利变化**指在签署日期当日或之后发生的事件、变化、条件、事项、情况或事物，无论是单独还是与签署日期当日或之后发生的或合理可能发生的所有同类事件、变化、条件、事项、情况或事物结合，已经或被合理认为可能对高地资源集团整体的业务、资产、负债、财务或交易状况、盈利能力或前景产生重大不利影响。为避免疑义，在不限制前述规定的前提下，如果出现以下情况，则应被视为高地资源重大不利变化：(i) 根据澳大利亚会计准则委员会发布的会计准则，高地资源不再具有持续经营的地位；或(ii) Muga 项目的重要授权不符合规定或无效（并且在兖矿向高地资源发出书面通知后 10 个工作日仍然不符合规定或无效）；或(iii) 存在重大障碍（并且在兖矿向高地资源发出书面通知后 10 个工作日仍然存在重大障碍）；或(iv) 任何相关诉讼已经或可能导致任何重大障碍。

**Highfield Material Contracts** means each of the material contracts of the Highfield Group listed in Highfield's Disclosure Letter.

**高地资源重大合同**指高地资源披露函中所列的高地资源集团的每一重大合同。

**Highfield Prescribed Occurrence** means other than as:

**高地资源规定情况**指除以下情况以外：

- (a) required or permitted by this agreement, the Transaction, the Investors Subscription Agreements or the transactions contemplated by any of them;  
本协议、交易、投资者认购协议或其中任何协议拟进行的交易所要求或允许的；
- (b) agreed to in writing by YK; or  
兖矿书面同意的；或
- (c) fairly disclosed by Highfield in an announcement made by Highfield to ASX within the 12 months prior to the Execution Date or in the Data Room,  
高地资源在签署日期前 12 个月内向 ASX 发布的公告中或在数据室中适度披露的，

the occurrence of any of the following:

发生下列任何一种情况:

- (a) Highfield converting all or any of its shares into a larger or smaller number of shares;  
高地资源将其全部或任何股份转换为更多或更少的股份;
- (b) a Highfield Group Member resolving to reduce its share capital in any way;  
高地资源集团成员决议以任何方式减少其股本;
- (c) a Highfield Group Member:  
高地资源集团成员:
  - (i) entering into a buy-back agreement; or  
签订回购协议; 或
  - (ii) resolving to approve the terms of a buy-back agreement under the Corporations Act;  
根据《公司法》, 决议批准回购协议的条款;
- (d) a Highfield Group Member issuing shares, or granting an option over its shares, or agreeing to make such an issue or grant such an option, other than:  
高地资源集团成员发行股票或授予股份期权, 或同意发行股票或授予股份期权, 但以下情况除外:
  - (i) under the Investors Subscription Agreements;  
根据投资者认购协议进行的;
  - (ii) as part of the Short-Term Funding;  
作为前序融资之一部分的;
  - (iii) to another Highfield Group Member;  
向另一高地资源集团成员发行的;
  - (iv) the issue of shares pursuant to the conversion of the Convertible Notes; or  
因可转换票据的转换而发行股份; 或
  - (v) the issue of shares under any securities on issue on the Execution Date which were issued under Highfield's long term incentive plan, *provided* that such securities and the terms of their issue were disclosed to YK in the Highfield Disclosure Materials;  
在根据高地资源长期激励计划发行的于签署日期发行在外的任何证券项下发行股份, 前提是该等证券及其发行条款在高地资源披露材料中向矿披露;
- (e) a Highfield Group Member issuing or agreeing to issue securities convertible into shares;  
高地资源集团成员发行或同意发行可转换为股份的证券;
- (f) a Highfield Group Member disposing, or agreeing to dispose, of (x) the whole, or a substantial part, of its business or property, or (y) any of the Muga Mining Concessions;  
高地资源集团成员处置或同意处置(x) 其全部或大部分业务或财产, 或(y) 任何 Muga 采矿特许权;
- (g) a Highfield Group Member granting a Security Interest, or agreeing to grant a Security Interest, in the whole, or a substantial part, of its business or property;  
高地资源集团成员对其全部或大部分业务或财产设定担保权益或同意设定担保权益;
- (h) an Insolvency Event occurs in relation to a Highfield Group Member; or  
发生与高地资源集团成员有关的破产事件; 或

- (i) the employment, consulting, services or other similar arrangement of any Key Highfield Employee is materially amended or terminated or otherwise materially adversely affected for any reason.

任何高地资源关键员工的雇佣、咨询、服务或其他类似安排作出重大修订，或者因任何原因被终止或受到重大不利影响。

**Highfield Share** means a fully paid ordinary share in the capital of Highfield.

高地资源股份指高地资源股本中的一股缴足股款的普通股。

**Highfield Shareholder** means each holder of a Highfield Share.

高地资源股东指高地资源股份每个持有人。

**Highfield Shareholder Meeting** means a meeting of Highfield Shareholders to consider the Highfield Shareholder Resolutions.

高地资源股东大会指审议高地资源股东决议的高地资源股东大会。

**Highfield Shareholder Resolutions** means the resolutions of the Highfield Shareholders for the purpose of approving the Transaction, the issuance of shares under the Investors Subscription Agreements and appointment of the new directors to the Highfield Board as required under clause 9.1 (so that YK's nominees comprising a majority of the Highfield Board) and any other resolutions the parties agree are required or desirable in connection with the Transaction.

高地资源股东决议指高地资源股东为批准交易、根据投资者认购协议发行股份和根据第 9.1 条规定向高地资源董事会委派新董事（以便兖矿提名人员构成高地资源董事会的多数）作出的决议，以及双方同意就交易而言需要或适宜的任何其他决议。

**Highfield Specified Executives** means each of:

高地资源指定高管指以下人员：

- (a) Ignacio Salazar,
- (b) Olivier Vadillo; and / 以及
- (c) Javier Aguado.

**Highfield Warranties** means the representations and warranties in Schedule 2.

高地资源保证指附表 2 中的陈述和保证。

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

香港指中华人民共和国香港特别行政区。

**ICA Clearance** is defined in Item 3 of Part 1 of Schedule 3.

ICA 批准定义见附表 3 第 1 部分第 3 项。

**Income Tax Act** means the *Income Tax Act* (Canada).

《所得税法》指《加拿大所得税法》。

**Immediately Available Funds** means cash, bank cheque or telegraphic or other electronic means of transfer of cleared funds into a bank account nominated in advance by the payee.

立即可用资金指现金、银行支票或以电报或其他电子方式将结算资金转入收款人事先指定的银行账户。

**Indemnity Amount** is defined in clause 18.1.

赔偿金额定义见第 18.1 条。

**Indebtedness** of a person means any debt or other monetary obligation of that person (whether actual or contingent, present or future and as principal, surety or otherwise):

某人的债务指该人的以下任何债务或其他金钱义务（不论是实际的还是或有的，现在的还是将来的，也不论是作为主事人、担保人还是其他身份）：

- (a) for money borrowed or under any arrangement for financial accommodation or credit, including accrued interest;

借入的款项或任何财务通融或信贷安排，包括应计利息；

- (b) for money raised including by the issue of bonds, notes, debentures, loan stock or similar instruments, under any note purchase facility or for any redeemable preference share, including accrued interest;  
通过发行债券、票据、债权证、贷款股票或类似票据、任何票据购买机制或任何可赎回优先股筹集的资金，包括应计利息；
- (c) under any swap, derivatives or hedging arrangement;  
任何掉期、衍生工具或对冲安排；
- (d) under any finance or capital lease or hire purchase arrangement;  
任何融资租赁、资本租赁或租购安排；
- (e) for the deferred purchase price of any asset or service, except trade debts which arise in the ordinary course of business, and which are payable within 90 days;  
任何资产或服务的递延购买价格，但在正常业务过程中产生的、应在 90 天内支付的贸易债务除外；
- (f) under any guarantee by that person of any obligation described in the foregoing (a) though (e); or  
该人对上述(a)至(e)项所述任何义务作出的任何担保；或
- (g) under any other transaction the commercial purpose or effect of which is to raise finance;  
以融资为商业目的或具有融资的效果的任何其他交易；

*provided, however, that in no event shall Indebtedness of that person include any of the following:*  
但在任何情况下，该人的债务不包括以下任何一项：

- (h) any undrawn amount under an existing letter of credit, line of credit, or facility;  
现有信用证、信用额度或融资机制下的任何未提取金额；
- (i) any amounts owing to trade creditors in the ordinary course of business;  
在正常业务过程中欠贸易债权人的任何款项；
- (j) (in respect of the Highfield Group) all amounts owing to third parties for costs, fees and expenses of any Highfield Group Member in connection with the Transaction, the Short-Term Funding or the Investors Subscription Agreements, including the preparation, negotiation and execution of the documentation relating to the same;  
(就高地资源集团而言) 任何高地资源集团成员因交易、前序融资或投资者认购协议（包括与之相关的文件的编制、谈判和签署）而欠第三方的所有成本、费用和支出；
- (k) (in respect of the Yancoal Target Group) all amounts owing to third parties for costs, fees and expenses of any Yancoal Target Group Member in connection with the Transaction, or the YK Subscription Agreement, including the preparation, negotiation and execution of the documentation relating to the same;  
(就兖煤目标集团而言) 任何兖煤目标集团成员因交易或兖矿认购协议（包括与之相关的文件的编制、谈判和签署）而欠第三方的所有成本、费用和支出；
- (l) (in respect of the Highfield Group) any amounts owing pursuant to actions required to be taken under the Conditions in items 12 to 14 of Part 2 of Schedule 3;  
(就高地资源集团而言) 因根据附表 3 第 2 部分第 12-14 项中的条件需要采取的行动而欠付的任何款项；
- (m) (in respect of the Highfield Group) an amount owing by a Highfield Group Member to another Highfield Group Member, and (in respect of Yancoal Target) an amount owing by a Yancoal Target Group Member to another Yancoal Target Group Member; and  
(就高地资源集团而言) 高地资源集团成员欠另一高地资源集团成员的款项，以及（就兖煤目标公司而言）兖煤目标集团成员欠另一兖煤目标集团成员的款项；及

- (n) any amount that is included as a current liability in the Highfield Accounts (or in a disclosure by Highfield to ASX before the Execution Date) or the Yancoal Target Accounts, as applicable.  
在 高地资源报表（或高地资源在签署日期前向 ASX 作出的披露）或 兖煤目标集团报表（视适用情况而定）中列为流动负债的任何金额。

**Independent Expert** means Grant Thornton Australia Limited ABN 41 127 556 389 725.  
**独立专家**指 Grant Thornton Australia Limited（ABN 41 127 556 389 725）。

**Independent Expert's Report** means the report to be issued by the Independent Expert in connection with the Transaction.  
**独立专家报告**指将由独立专家发布的与交易相关的报告。

A person experiences an **Insolvency Event** if:  
在以下情况下，视为某人发生**破产事件**：

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or  
该人是（或声明其是）已被接管的无力偿债者或无力偿债者（两者定义见《公司法》）；或
- (b) is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or  
该人正处于清算、临时清算、接管或清盘阶段，或其财产已被指定了一名控制人；或
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or  
该人受制于任何安排、转让、延期偿付或和解，根据任何法规受保护免遭债权人追偿或被解散（在每种情况下，在有偿付能力的情况下根据本协议其他各方批准的条款进行重整或合并的除外）；或
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn, or dismissed within 14 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or  
已就该人提出申请或下达命令（如果是申请，则未在 14 天内中止、撤回或驳回）、通过决议、提出建议或采取任何其他行动，为上述(a)、(b)或(c)项的任何情况作准备或可能导致上述(a)、(b)或(c)项的任何情况；或
- (e) it is taken (under section 459F (1) of the Corporations Act) to have failed to comply with a statutory demand; or  
根据《公司法》第 459F(1)条，该人被视为未遵守法定要求；或
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or  
该人成为《公司法》第 459C(2)(b)条或第 585 条所述事件的对象（或其做出声明，使本协议另一方合理推断其成为所述事件的对象）；或
- (g) it is otherwise unable to pay its debts when they fall due; or  
该人无力偿还到期债务；或
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.  
根据任何司法管辖区的法律，该人发生与(a)至(g)项有实质相似影响的事件。

**Interest Rate** means the daily euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of any other information service which publishes that rate from time to time in place of Thomson Reuters.  
利率指由欧洲货币市场协会（或接管该利率管理的任何其他人）管理的相关期间的每日欧元银行间同业拆借利率，该利率显示在汤森路透屏幕的 EURIBOR01 页面（或显示该利率的任何汤森路透替代页面）或不时替代汤森路透发布该利率的任何其他信息服务的相应页面上。

**Investment Canada Act** means the *Investment Canada Act* (Canada).  
加拿大投资法指《加拿大投资法》。

**Investors** means each of YK, BJEI, TZGD and any other institutional investor that enters into an Investors Subscription Agreement in accordance with clause 6.2(b).  
投资者指兖矿、BJEI 和 TZGD 中的每一家以及根据第 6.2(b)条签订投资者认购协议的任何其他机构投资者。

**Investors Subscription Agreements** means the equity subscription agreements entered into between Highfield and each of the Investors on or about the Execution Date pursuant to which the Investors have agreed to subscribe for Highfield Shares (including the YK Subscription Agreement), together with any equity subscription agreements which may be entered into in accordance with clause 6.2(b).

投资者认购协议指高地资源与各投资者于签署日期或该日前后签订的股权认购协议（包括兖矿认购协议）以及可能根据第 6.2(b)条签订的任何股权认购协议，根据该等协议，投资者同意认购高地资源股份。

**ITAA 1936** means the *Income Tax Assessment Act 1936* (Cth).  
ITAA 1936 指《1936 年联邦所得税评估法》。

**ITAA 1997** means the *Income Tax Assessment Act 1997* (Cth).  
ITAA 1997 指《1997 年联邦所得税评估法》。

**Key Highfield Employee** means any Highfield Employee or any other individual who is otherwise engaged by a Highfield Group Member under a consulting, services or other arrangement for a total employment cost (or equivalent) exceeding \$300,000 on a per annum basis.  
高地资源关键员工指高地资源集团成员根据咨询、服务或其他安排聘用的总雇佣成本（或同等成本）按年计算超过 300,000 澳元的任何高地资源员工或任何其他个人。

**Key Yancoal Target Employee** means any Yancoal Target Employee or any other individual who is otherwise engaged by a Yancoal Target Group Member under a consulting, services or other arrangement for a total employment cost (or equivalent) exceeding \$300,000 on a per annum basis.  
兖煤目标集团关键员工指兖煤目标集团成员根据咨询、服务或其他安排聘用的总雇佣成本（或同等成本）按年计算超过 300,000 澳元的任何兖煤目标集团员工或任何其他个人。

**Land Option Agreements** means the private agreements entered into by Geoalcali, as beneficiary of the option or purchaser (as the case may be), with respect to the lands, as listed in Highfield's Disclosure Letter.

土地期权协议指高地资源披露函中所列的、Geoalcali 作为期权的受益人或买方（视情况而定）就地块签订的私人协议。

**Lands under Expropriation Proceedings** means the parcels of land referred to as such in Highfield's Disclosure Letter.

征用地块指高地资源披露函中称作“征用地块”的地块。

**Leakage** has the meaning given in clause 1 of Schedule 5.

漏损具有附表 5 第 1 条赋予的含义。

**Listing Rules** means the official listing rules of ASX.

上市规则指 ASX 的正式上市规则。

**Locked Box Certificate** has the meaning given in clause 3 of Schedule 5.  
锁箱证明书具有附表 5 第 3 条赋予的含义。

**Locked Box Date** means 30 April 2024.  
锁箱日指 2024 年 4 月 30 日。

**Locked Box Dispute Notice** has the meaning given in clause 4 of Schedule 5.  
锁箱争议通知具有附表 5 第 4 条赋予的含义。

**Locked Group Company** means:  
被锁集团公司

- (a) in relation to YK, a Yancoal Target Group Member and Locked Group Companies means the Yancoal Target Group; and  
就兖矿而言，指兖煤目标集团成员，合指兖煤目标集团；及
- (b) in relation to Highfield, a Highfield Group Member and Locked Group Companies means the Highfield Group prior to Completion.  
就高地资源而言，指高地资源集团成员，合指交割前的高地资源集团。

**Locked Party** means:  
被锁方

- (a) in relation to a covenant and undertaking given in favour of Highfield, YK; and  
就以高地资源为受益人作出的契诺和承诺而言，指兖矿；及
- (b) in relation to a covenant and undertaking given in favour of YK, Highfield.  
就以兖矿为受益人作出的契诺和承诺而言，指高地资源。

**Loss** means losses, liabilities, damages, costs, charges and expenses and includes Taxes, Duties and Tax Costs.

损失指损失、责任、损害、成本、费用和开支，包括税款、印花税和税务成本。

**Matching Period** is defined in clause 17.4(a)(v).  
匹配期定义见第 17.4(a)(v) 条。

**Material Impediment** means an event, change, condition, matter, circumstance or thing occurring, on or after the Execution Date which, whether individually or when aggregated with all such events, changes, conditions, matters, circumstances or things of a like kind that occur or are reasonably likely to occur, has or would be considered reasonably likely to have the effect that the construction and development of Phase 1 of the Muga Project cannot commence as soon as reasonably possible after Completion, other than the requirement to pay any third parties any amounts payable to them as disclosed in the Highfield Disclosure Materials which have not yet been paid and which is required to be paid before construction can commence.

重大障碍指在签署日期当日或之后发生的事件、变更、条件、事项、情况或事情，无论是单独还是与发生或合理可能发生的所有同类事件、变更、条件、事项、情况或事情结合，导致或被合理认为可能导致 Muga 项目第 1 期的建设和开发不能在交割后合理尽快开始，但要求向任何第三方支付高地资源披露材料中披露的应向该等第三方支付但尚未支付的、支付后才能开始施工的任何款项除外。

**Mining Encumbrance** means a pledge, lien, charge, mortgage, assignment by way of security, conditional sale, title retention arrangement or other security interest, an option to purchase, a farm-in or farm-out agreement, a gross overriding royalty, a net smelter returns royalty or other royalty (excepting, in respect of the Southey Project, any royalty or royalties payable to His Majesty the King in Right of Saskatchewan pursuant to the laws of the Province of Saskatchewan, Canada), a net profits interest, a carried working interest, a right to convert a royalty to a working interest, a penalty or forfeiture arising as a result of non-participation in a drilling, mining, or other operation and any other mortgages, liens, claims, demands, penalties, lawsuits, actions, proceedings, notices

of non-compliance or violations, orders or directions, arbitrations or governmental proceedings or investigations, or adverse claims or encumbrances, whether similar or dissimilar to the foregoing.  
**采矿权利负担**指质押、留置权、抵押、担保转让、有条件出售、所有权保留安排或其他担保权益、购买选择权、权益受让或出让协议、总开采权使用费、冶炼厂净收益权益费或其他权益费（就 Southey 项目而言，根据加拿大萨斯喀彻温省法律应支付给萨斯喀彻温省国王陛下的任何权益费除外）、净利润权益、附带经营权益、将特许权使用费转换为经营权益的权利、因不参与钻探、采矿或其他作业而产生的罚金或没收，以及任何其他抵押、留置权、索赔、要求、罚金、诉讼、行动、程序、违反或违规通知、命令或指示、仲裁或政府程序或调查，或不利索赔或权利负担，无论是否与上述各项相似。

**Minister** is defined in clause 3.3(d).  
**部长**定义见第 3.3(d)条。

**Muga or Muga Project** means Highfield's flagship project, in its current state of development, targeting the relatively shallow sylvinitic beds in an area comprised by the Muga Mining Concessions that covers about 46 square kilometres located in the Provinces of Navarra and Aragón in Spain and settled in the mining concessions of Muga, Goyo and Fronterizo.

**Muga 或 Muga 项目**指处于其当前开发状态的高地资源的旗舰项目，目标是位于西班牙纳瓦拉省和阿拉贡省的面积约 46 平方公里的相对较浅的钾盐矿层（由 Muga 采矿特许权所覆盖），位于 Muga、Goyo 和 Fronterizo 采矿特许区内。

**Muga Freehold Properties** means the pithead (*bocamina*) of the Muga Project, located in the plot of land number 73 of the polygon 6 of Undués de Lerda (Zaragoza), with an approximate aggregate surface area of 72,000 square metres, which Geoalcali occupies, as owner, by virtue of a swap (*permuta*) public deed entered into on 12 March 2019 by Mr. Francisco Javier Chaverri Ardilla and Mrs. Begoña Monreal Elizalde, as sellers, and Geoalcali, as purchaser, before the Notary Public of Aragón Blanca Caffarena Pérez.

**Muga 永久产权地产**指 Muga 项目矿井井口（*bocamina*），位于 Undués de Lerda（萨拉戈萨）6 区 73 号地块，总面积约 72,000 平方米，由 Geoalcali 作为业主根据 Francisco Javier Chaverri Ardilla 先生和 Begoña Monreal Elizalde 女士作为卖方以及 Geoalcali 作为买方于 2019 年 3 月 12 日在 Aragón Blanca Caffarena Pérez 公证处签订的交换（*permuta*）公文据占有。

**Muga Leasehold Properties** means the properties leased under the lease agreements listed in Highfield's Disclosure Letter.

**Muga 租赁地产**指根据高地资源披露函中所列的租赁协议租赁的地产。

**Muga Mining Concessions** means the mining concessions (including exploration permits and exploitation concessions) identified as Muga Mining Concessions in Highfield's Disclosure Letter.

**Muga 采矿特许权**指在高地资源披露函中称作“Muga 采矿特许权”的采矿特许权（包括勘探许可证和开采特许权）。

**Muga Project Properties** has the meaning given in clause 9.1 of Schedule 2.

**Muga 项目地产**具有附表 2 第 9.1 条赋予的含义。

**Net Leakage Adjustment Amount** has the meaning given in clause 6 of Schedule 5.

**净漏损调整额**具有附表 5 第 6 条赋予的含义。

**Notice** is defined in clause 22.1.

**通知**定义见第 22.1 条。

**Notice of Meeting** means the notice of meeting and explanatory memorandum to be sent to Highfield Shareholders in respect of the meeting of Highfield Shareholders to consider and vote on the Highfield Shareholder Resolutions, which will contain (among other things) the Independent Expert's Report.

**会议通知**指为审议高地资源股东决议并对其进行表决，就高地资源股东会议向高地资源股东发送的会议通知和解释性备忘录，其中将包含独立专家报告等。

**Notified Leakage** has the meaning given in clause 3 of Schedule 5.

**告知漏损**具有附表 5 第 3 条赋予的含义。

**Notifying Party** is defined in clause 8.3.

通知方定义见第 8.3 条。

**Officer** is defined in clause 12.10.

高级职员定义见第 12.10 条。

**Offtake Agreement** means the offtake agreement to be entered into by YK (or its designated party) and Highfield, with terms to be discussed and agreed between the parties acting in good faith.

承销协议指充矿（或其指定的相关实体）和高地资源将签订的承销协议，其条款将由双方诚信地进行讨论和约定。

**Option Lands** means each of the parcels of land located in Sangüesa (Navarra) with an approximate aggregate surface area of 870,192 square metres, under the Land Option Agreements.

期权地块指土地期权协议项下位于 Sangüesa（纳瓦拉）的每一地块，总表面面积约为 870,192 平方米。

**Other Investors** means each of the Investors other than YK.

其他投资者指除充矿以外的每一投资者。

**Other Party** means:

另一方

(a) in relation to a covenant and undertaking given by Highfield; YK; and  
就高地资源作出的契诺和承诺而言，指充矿；及

(b) in relation to a covenant and undertaking given by YK, Highfield.  
就充矿作出的契诺和承诺而言，指高地资源。

**Original Lenders** means BNP Paribas S.A., ING Bank NV Sucursal en España, Natixis and Societe Generale, London Branch.

原贷款人指 BNP Paribas S.A.、ING Bank NV Sucursal en España、Natixis 和 Societe Generale 伦敦分行。

**Permitted Encumbrance** means:

允许的权利负担指：

(a) in relation to Yancoal Canada, Saskatchewan Personal Property Registry registration #300851923 and #301790145;  
就充煤加拿大而言，萨斯喀彻温省个人财产登记处#300851923 和#301790145 号登记；

(b) in relation to Highfield Group Members, any retention of title arrangement under which title is retained by a supplier over goods supplied to any Highfield Group Member until payment for such goods is made, provided that such arrangement has been entered into in the ordinary and usual course of business;

就高地资源集团成员而言，任何所有权保留安排，根据该安排，供应商保留对提供给任何高地资源集团成员的货物的所有权，直到收到货款为止，但该安排必须是在正常和惯常业务过程中作出的；

(c) in relation to the Crown Subsurface Mineral Leases, the exceptions and qualifications contained in *The Crown Minerals Act* (Saskatchewan) and the regulations made thereunder;  
就皇家地下矿产租赁权而言，《皇家矿产法》（萨斯喀彻温省）和据此制定的条例中包含的例外情况和限定；

(d) in relation to the Southey Freehold Surface Properties:  
就 Southey 永久产权地上地产而言：

(i) the exceptions and qualifications contained in *The Land Titles Act, 2000* (Saskatchewan) and the regulations made thereunder;

2000年《土地所有权法》（萨斯喀彻温省）和据此制定的条例中包含的例外情况和限定；

- (ii) any defects or irregularities in title that are of a minor nature and do not in the aggregate impair the value or the use of such lands affected thereby for the purpose for which such lands are held by Yancoal Canada;  
所有权的任何轻微瑕疵或异常，且总体不会损害受影响土地的价值，也不会影响将该等土地用于兗煤加拿大持有该等土地的目的；
  - (iii) all applicable governmental orders, laws, bylaws and regulations affecting the Southey Freehold Surface Properties provided that the same have either been complied with in all respects or any contraventions thereof are of a minor nature and do not affect the intended use of that portion of such lands affected thereby;  
影响 Southey 永久产权地上地产的所有适用的政府命令、法律、细则和法规，前提是该等命令、法律、细则和法规在各方面均得到遵守，或对该等命令、法律、细则和法规的任何违反均性质轻微，并且不影响该等土地受影响部分的预期用途；
  - (iv) zoning and building bylaws and ordinances, municipal bylaws and regulations, and restrictive covenants that do not materially interfere with or prohibit the use of such lands for the purposes for which such properties are held by Yancoal Canada; and 不会实质性干扰或禁止将该等土地用于兗煤加拿大持有该等地产之目的分区和建筑细则和条例、市政细则和条例以及限制性承诺；及
  - (v) all encumbrances listed in the Disclosure Letter delivered by YK;  
兗矿提供的披露函中列出的所有权利负担；
- (e) in relation to the Highfield Group, all encumbrances listed in the Disclosure Letter delivered by Highfield;  
就高地资源集团而言，高地资源提供的披露函中列出的所有权利负担；
- (f) in relation to Yancoal Target Group, all encumbrances specifically consented to or approval in writing by Highfield prior to the Execution Date or deemed approved or accepted by Highfield in accordance with any provision of this agreement;  
就兗煤目标集团而言，在签署日期前经高地资源书面明确同意或批准，或根据本协议的任何规定视为高地资源已批准或接受的所有权利负担；
- (g) a security interest contemplated by section 12(3)(b) of the PPSA provided that such commercial consignment has been entered into in the ordinary and usual course of business and is not a security interest within the meaning of section 12(1) of the PPSA; and  
PPSA 第 12(3)(b)条所述的担保权益，条件是该商业委托是在正常和惯常的业务过程中订立的，且不属于 PPSA 第 12(1)条所指的担保权益；以及
- (h) a security interest contemplated by section 12(3)(c) of the PPSA provided that such PPS lease (as defined in section 13 of the PPSA and as amended by the *Personal Property Securities Amendment (PPS Leases) Act 2017 (Cth)*) has been entered into in the ordinary and usual course of business and is not a security interest within the meaning of section 12(1) of the PPSA.  
PPSA 第 12(3)(c)条所述的担保权益，条件是该 PPS 租赁（定义见 PPSA 第 13 条，经《2017 年联邦动产担保修正（PPS 租赁）法》修订）是在日常和惯常业务过程中签订的，且不属于 PPSA 第 12(1)条所指的担保权益。

**Permitted Leakage means:**

允许漏损指：

- (a) each payment or other action listed as "Permitted Leakage" in Schedule 6; and  
附表 6 中列为“允许漏损”的每笔付款或其他行动；及
- (b) any payment that is consented to in writing by the Other Party as constituting Permitted Leakage.

另一方书面同意构成允许漏损的任何付款。

**PPS Register** means the Personal Property Securities Register established under the PPSA.  
**PPS 登记簿**指根据 PPSA 建立的动产担保登记簿。

**PPSA** means the *Personal Property Securities Act 2009* (Cth).  
**PPSA** 指《2009 年联邦动产担保法》。

**PRC** means the People's Republic of China, and solely for purposes of this agreement, excluding Hong Kong, the Macau Special Administrative Region, and Taiwan Province.  
**中国**指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区和台湾地区。

**Pre Completion Returns** is defined in clause 15.3.  
**交割前纳税申报表**定义见第 15.3 条。

**Pre Completion Tax Event** is defined in clause 15.3(h).  
**交割前税务事件**定义见第 15.3(h)条。

**Public Utility Mount Authorization** means the authorization described as the Public Utility Mount Authorization in Highfield's Disclosure Letter.  
**公益山区地块授权**指在高地资源披露函中称作"公益山区地块授权"的授权。

**Purchase Price** means the Scrip Consideration plus or minus any adjustments made under this agreement, as applicable.  
**购买价格**指对价股份加上或减去根据本协议做出的任何调整（视情况而定）。

**Regulatory Approvals** has the meaning given to that term in clause 3.3(a).  
**监管批准**具有第 3.3(a)条赋予的含义。

**Regulatory Submissions** means any submissions made, or proposed to be made, to a Governmental Agency, including ASX and ASIC.  
**监管机构提交文件**指向或拟向政府机构（包括 ASX 和 ASIC）提交的任何文件。

**Related Body Corporate** has the meaning given in the Corporations Act.  
**相关法人团体**具有《公司法》赋予的含义。

**Related Entity** has the meaning given in the Corporations Act.  
**相关实体**具有《公司法》赋予的含义。

**Related Person** means in respect of a party or its Related Bodies Corporate, each director, officer, employee, advisor, agent or representative of that party or Related Body Corporate.  
**相关人员**，就一方或其相关法人团体而言，指该方或其相关法人团体的每位董事、高级职员、员工、顾问、代理或代表。

**Relationship Deed** means the relationship deed, dated 29 May 2023, between Highfield and the EMR Relationship Entities.  
**关系契约**指 2023 年 5 月 29 日高地资源与 EMR 关系实体之间的关系契约。

**Relevant Interest** has the meaning given in sections 608 and 609 of the Corporations Act.  
**相关权益**具有《公司法》第 608 和 609 条规定的含义。

**Relevant Proceeding** means each of the proceedings listed in Highfield's Disclosure Letter.  
**相关诉讼**指高地资源披露函中所列的每项诉讼。

**RG 74** means Regulatory Guide 74 issued by ASIC in December 2011.  
**RG 74** 指 ASIC 于 2011 年 12 月发布的《监管指南 74》。

**Sale Shares** means all of the issued share capital in Yancoal Target.  
**待售股份**指兖煤目标公司的全部已发行股本。

**Scrip Consideration** means the number of new Highfield Shares that is determined from the following formula:

对价股份指通过以下公式计算的新高地资源股份数量:

$$A = \frac{B}{C}$$

where:  
其中:

- (a) **A** is the total number of new Highfield Shares that YK or its YK Nominee are entitled to;  
**A** 是充矿或充矿被指定人有权获得的新高地资源股份的总数量;
- (b) **B** is the Headline Purchase Price; and  
**B** 是基础购买价格;
- (c) **C** is \$0.50.  
**C** 是 0.50 澳元。

**Security Interest** means a security interest as defined in the PPSA.  
担保权益指 PPSA 中定义的担保权益。

**Senior Loan Facility** means the agreement titled 'Muga Potash Project – Facilities Agreement', dated 22 December 2022, between Geoalcali, Highfield, the Facility Agent and the Original Lenders, among others.

优先贷款指 Geoalcali、高地资源、贷款代理行和原贷款人及其他方签订的日期为 2022 年 12 月 22 日的名为"Muga 钾肥项目 – 贷款协议"的协议。

**Share Pledge** means the pledge overs shares between, among others, KCL Resources Ltd as pledgor, Geoalcali, S.L.U. as company and Global Loan Agency Services Australia Specialist Activities Pty Limited as security trustee dated 9 October 2023, as amended and supplemented from time to time.

股份质押协议指 KCL Resources Ltd (作为出质人)、Geoalcali, S.L.U. (作为公司) 和 Global Loan Agency Services Australia Specialist Activities Pty Limited (作为担保受托人) 之间日期为 2023 年 10 月 9 日并经不时修订和补充的股份质押协议。

**Short-Term Funding** means one or more capital raisings of no more than US\$30 million (in aggregate) by way of the issuance of Highfield Shares, including:

前序融资指通过发行高地资源股份进行的 (累计) 不超过 3000 万美元的一项或多项融资, 包括:

- (a) the capital raising the details of which are announced by Highfield to ASX concurrent with the announcement of the details of the Transaction on the ASX; and  
详情在向 ASX 公布交易详情的同时由高地资源向 ASX 公布的融资; 及
- (b) any other such capital raising the details of which are announced by Highfield to ASX before Completion,  
详情由高地资源在交割前向 ASX 公布的任何其他融资,

provided that, subject to clause 3.9, the issue price of each Highfield Share under any capital raising under paragraphs (a) and (b) above is no lower than the Average Conversion Price (or such other issue price as is agreed between the parties) and provided that the settlement of such raising occurs prior to the Completion Date.

前提是, 受限于第 3.9 条, 任何在上文(a)和(b)段中的融资项下发行的每股高地资源股份的发行价格不低于平均转股价格 (或双方一致同意的另外的发行价格) 且该等融资在本协议交割日期之前完成交割。

**Southey Freehold Surface Properties** is defined in clause 6.1 of Schedule 1.  
**Southey 永久产权地上地产**定义见附表 1 第 6.1 条。

**Southey Project** means the greenfield solution potash mine project, in its current state of development, located approximately 60 kilometres north of Regina Saskatchewan within the Rural Municipality of Longlaketon No. 219 and the Rural Municipality of Cupar No. 218, each in the Province of Saskatchewan, Canada consisting of, inter alia, Crown Subsurface Mineral Leases identified as KL 242 and KL 243, the Southey Freehold Surface Properties and all other licences, permits, easements, rights-of-way, certificates and other approvals obtained with respect to such project.

**Southey 项目**指位于加拿大萨斯喀彻温省里贾纳以北约 60 公里的 Longlaketon 第 219 号乡镇和 Cupar 第 218 号乡镇内的当前开发状态的新建水溶钾盐矿项目，包括 KL 242 和 KL 243 号皇家地下矿产租赁权、Southey 永久产权地上地产，以及就该项目获得的所有其他执照、许可证、地役权、通行权、证书和其他批准。

**Spanish FDI Authority** means the Spanish Council of Ministers (*Consejo de Ministros*) and the Directorate General on International Trade and Investments (*Dirección General de Comercio Internacional e Inversiones*) of the Spanish Ministry of Economy, Trade and Enterprise (*Ministerio de Economía, Comercio y Empresa*).

**西班牙外国直接投资管理部门**指西班牙部长理事会（Consejo de Ministros）和西班牙经济、贸易和企业部（Ministerio de Economía, Comercio y Empresa）国际贸易和投资总局（Dirección General de Comercio Internacional e Inversiones）。

**Spanish FDI Laws** is defined in Item 2 of Schedule 3.

**西班牙外国直接投资法**定义见附表 3 第 2 项。

**Straddle Returns** is defined in clause 15.3.

**跨期纳税申报表**定义见第 15.3 条。

**Subscription Amount** is defined in the YK Subscription Agreement.

**认购金额**定义见兖矿认购协议。

**Subscription Shares** is defined in the YK Subscription Agreement.

**认购股份**定义见兖矿认购协议。

**Subsidiary Guarantees** means any guarantees, indemnities, charges or other securities given by the Yancoal Target Group to a third party to better secure the performance of a YK Group Member or required for the benefit of a YK Group Member.

**子公司担保**指为了更好地保证兖矿集团成员履约或为了兖矿集团成员的利益所需的、兖矿目标集团向第三方提供的任何保证、赔偿、质押或其他担保。

**Superior Proposal** means a bona fide Competing Proposal (and not resulting from a breach by Highfield of any of its obligations under clause 17.1(a) of this agreement) which the Highfield Board, acting in good faith, and after receiving written legal advice from its legal advisor and written advice from its financial advisor, determines:

**更优提案**指高地资源董事会在收到其法律顾问提供的书面法律意见和财务顾问提供的书面意见后，本着诚意确定的符合以下情况的真实竞争性提案（且并非因高地资源违反其在本协议第 17.1(a)条下的任何义务所致）：

- (a) is reasonably capable of being valued and completed in a timely fashion taking into account all aspects of the Competing Proposal including any timing considerations, any conditions precedent and the identity of the proponent; and  
在对竞争性提案的所有方面，包括任何时间因素、任何先决条件和提议者的身份，纳入考量后，能够合理估值并及时完成；以及
- (b) could reasonably be considered, if completed substantially in accordance with its terms, to be more favourable to Highfield and the Highfield Shareholders (as a whole) than the Transaction (as the Transaction may be amended or varied following application of the matching right set out in clause 17.4), taking into account all terms and conditions of the Competing Proposal.

在对竞争性提案的所有条款和条件纳入考量后，如果实质按照其条款完成，可以合理地认为对高地资源和高地资源股东（作为一个整体）而言比本交易（包括在适用第 17.4 条规定的匹配权后可能修订或变更后的本交易）更有利。

**Sunset Date** means 31 March 2025 (as may be extended under clause 3.8(b)).  
日落日指 2025 年 3 月 31 日（可根据第 3.8(b)条延长）。

**Takeovers Panel** means the body having that name established under the *Australian Securities and Investments Commission Act 2001* (Cth).  
收购委员会指根据《2001 年澳大利亚证券和投资委员会法（澳大利亚联邦）》成立的名为“收购委员会”的机构。

**Tax** means any present or future tax, levy, impost, deduction, charge, compulsory loan or withholding of whatever kind and whether direct or indirect, including but not limited to income tax, capital gains tax, recoupment tax, land tax, land transfer, sales tax, goods and services tax, harmonized sales tax, mining tax, royalty tax, payroll tax, employer health, tax instalment deduction, fringe benefits tax, group tax, profit tax, interest tax, property tax, Canada pension plan contributions, employment insurance premiums, undistributed profits tax, withholding tax, municipal rates and Duty (and any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any Governmental Agency.

税款/税务/税收指任何现在或将来的税款、征税、征费、扣除、收费、强制贷款或任何种类的直接或间接预扣，包括但不限于任何政府机构征收或施加的所得税、资本利得税、补偿税、土地税、土地转让税、销售税、商品和服务税、统一销售税、采矿税、特许使用税、工资税、雇主健康税、分期扣税、附带福利税、集团税、利得税、利息税、财产税、加拿大养老金计划缴款、就业保险费、未分配利润税、预扣税、市政税和印花税（以及与任何上述税项有关的任何相关利息、罚金、罚款或费用）。

**Tax Authority** means any Governmental Agency responsible for the collection of any Tax or administration of Tax Law.  
税务机关指负责征收任何税款或管理税法的任何政府机构。

**Tax Benefit** means any benefit in relation to Tax and includes any relief, rebate, offset, loss, allowance, credit, deduction or set-off taken into account in computing any Tax liability, any grant conferred on an entity, and any right to repayment of Tax (whether or not including interest or penalties) available to an entity.

税务利益指与税收有关的任何利益，包括在计算任何纳税义务时考虑在内的任何减免、退税、抵消、损失、免税额、抵免、扣除或抵扣，授予某一实体的任何补助以及某一实体可享受的任何税款返还权利（无论是否包括利息或罚款）。

**Tax Claim** means any claim, demand, legal proceedings or cause of action including any claim, demand, legal proceedings or cause of action arising from a breach of a Tax Warranty.

税务索赔指任何索赔、要求、法律诉讼或诉因，包括因违反税务保证而产生的任何索赔、要求、法律诉讼或诉因。

**Tax Cost** means all costs, and expenses incurred in:

税务成本指在以下情况下产生的与税收或印花税相关的所有成本和费用：

- (a) managing an inquiry;  
管理查询；
- (b) conducting any Disputing Action in relation to a Tax Demand; or  
就纳税要求采取任何争议行动；或
- (c) conducting any litigation, dispute, process or similar action,  
开展任何诉讼、争议、程序或类似行动，

in relation to Tax or Duty, but does not include a Tax or Duty.  
但不包括税收或印花税。

**Tax Demand means:**

纳税要求指:

- (a) a Demand or assessment from a Governmental Agency requiring the payment of any Tax or Duty for which YK may be liable under this agreement;  
要求支付充矿根据本协议可能承担的任何税款或印花税的政府机构的要求或评定;
- (b) any document received from a Governmental Agency administering any Tax or Duty assessing, imposing, claiming or indicating an intention to claim any Tax or Duty; or  
从管理任何税收或印花税的政府机构收到的评定、征收、要求支付或表示有意要求支付任何税收或印花税的任何文件; 或
- (c) lodgement of a tax return or any notice or statement relating to any Tax or Duty, or a request for an amendment under a law about self assessment of Tax or any notice or statement.  
提交纳税申报表或与任何税收或印花税有关的任何通知或报表, 或根据有关自行评税的法律或任何通知或报表提出修改要求。

**Tax Invoice** includes any document or record treated by the Commissioner of Taxation as a Tax invoice or as a document entitling a recipient to an input tax credit.

税务发票包括被税务局局长视为税务发票或使接收人有权获得进项税抵扣的任何文件或记录。

**Tax Law** means any law relating to either Tax or Duty as the context requires.

税法指与税收或印花税有关的任何法律, 视上下文要求而定。

**Tax Warranty means:**

税务保证

- (a) in respect of YK, Warranty 9 of Schedule 1; and  
就充矿而言, 指附表 1 中的保证 9; 及
- (b) in respect of Highfield, Highfield Warranty 12 of Schedule 2.  
就高地资源而言, 指附表 2 中的高地资源保证 12。

**Third Party** means any person or entity (including a Governmental Agency) other than a YK Group Member, a Highfield Group Member, or a Yancoal Target Group Member.

第三方指除充矿集团成员、高地资源集团成员或充煤目标集团成员之外的任何个人或实体(包括政府机构)。

**Third Party Claim** means any claim, Demand, legal proceedings or cause of action made or brought by a Third Party, other than a Tax Demand.

第三方索赔指第三方提出或提起的任何索赔、要求、法律诉讼或诉讼理由, 但纳税要求除外。

**Title & Capacity Warranty means:**

所有权和行为能力保证:

- (a) in respect of YK, Warranties 1, 2, 5(b), 6.2(a) and 6.2(b) of Schedule 1; and  
就充矿而言, 指附表 1 的中保证 1、2、5(b)、6.2(a)和 6.2(b); 及
- (b) in respect of Highfield, Highfield Warranties 1, 2, 5.4, 8(b), 9.2(a) and 9.2(b) of Schedule 2.  
就高地资源而言, 指附表 2 中的高地资源保证 1、2、5.4、8(b)、9.2(a)和 9.2(b)。

**Timetable** means the indicative timetable for the implementation of the Transaction set out in Schedule 7.

时间表指附表 7 所列的实施交易的指示性时间表。

**Transaction** means the sale and purchase of the Sale Shares under this agreement, the subscription of the Subscription Shares under the YK Subscription Agreement, and all other related

transactions contemplated by this agreement. For the avoidance of doubt, the **Transaction** does not include the subscription for any Highfield Shares by any Other Investor.

交易指根据本协议买卖待售股份、根据兖矿认购协议认购认购股份以及本协议拟进行的所有其他相关交易。为避免疑义，交易不包括任何其他投资者认购任何高地资源股份。

**Transaction Agreements** means the following agreements:

交易协议指以下协议：

- (a) this agreement;  
本协议；
- (b) the YK Subscription Agreement;  
兖矿认购协议；
- (c) the Offtake Agreement; and  
承销协议；及
- (d) any other agreement required to be entered into pursuant to this agreement.  
根据本协议要求签订的任何其他协议。

**TZGD** means Singapore Taizhong Global Development Pte. Ltd., a company registered in Singapore.

TZGD 指 Singapore Taizhong Global Development Pte. Ltd.，一家在新加坡注册的公司。

**Warranties** means the representations and warranties in Schedule 1.

保证指附表 1 中的陈述和保证。

**Withholding Obligation** is defined in clause 15.4(a).

扣缴义务定义见第 15.4(a)条。

**Yancoal Canada** means Yancoal Canada Resources Co., Ltd.

兖煤加拿大指 Yancoal Canada Resources Co., Ltd.。

**Yancoal Target** means:

兖煤目标公司指：

- (a) Yancoal Canada; or  
兖煤加拿大；或
- (b) a person nominated by YK in accordance with, and subject to, clause 4.9.  
兖矿根据第 4.9 条指定（并且受限于第 4.9 条）的人。

**Yancoal Target Accounts** means in respect of the Yancoal Target Group:

兖煤目标集团报表就兖煤目标集团而言，指：

- (a) a consolidated (if applicable) income statement for the 12-month period ended 31 December 2023;  
截至 2023 年 12 月 31 日的 12 个月合并（如适用）损益表；
- (b) a consolidated (if applicable) balance sheet as at 31 December 2023;  
2023 年 12 月 31 日的合并（如适用）资产负债表；
- (c) a consolidated statement (if applicable) of cash flows for the 12-month period ended 31 December 2023,  
截至 2023 年 12 月 31 日的 12 个月合并（如适用）现金流量表，

and all associated notes.

以及所有相关附注。

**Yancoal Target Business** means the business carried out by the Yancoal Target Group as at the Execution Date, including the development of the Southey Project and ownership of the rights under the Crown Subsurface Mineral Leases.

**兖煤目标集团业务**指兖煤目标集团于签署日期开展的业务，包括开发 Southey 项目及拥有皇家地下矿产租赁权项下的权利。

**Yancoal Target Employee** means an employee of an Yancoal Target Group Member as at the Execution Date who remains employed by an Yancoal Target Group Member immediately before Completion.

**兖煤目标集团员工**指于签署日期受雇于兖煤目标集团成员且于紧接交割前仍受雇于兖煤目标集团成员的员工。

**Yancoal Target Information** means information regarding the Yancoal Target Group provided by YK to Highfield in writing for inclusion in the Notice of Meeting.

**兖煤目标集团信息**指兖矿向高地资源书面提供的拟纳入会议通知中的有关兖煤目标集团的信息。

**Yancoal Target Group** means Yancoal Target and each of its subsidiaries (if any) and **Yancoal Target Group Member** means any member of the Yancoal Target Group.

**兖煤目标集团**指兖煤目标公司及其每一子公司（如有），**兖煤目标集团成员**指兖煤目标集团的任何成员。

**Yancoal Target Locked Box Value** means US\$286,425,015.48 in aggregate comprising, each as of the Locked Box Date, the following:

**兖煤目标公司锁箱价值**指总计 286,425,015.48 美元，在锁箱日由以下各项组成：

- (a) net assets of US\$181,438,867.85;  
净资产 181,438,867.85 美元；
- (b) Yancoal Target Shareholder Loan net of cash in paragraph (c) below, being US\$90,342,739.88; and  
兖煤目标公司股东贷款扣除以下(c)项中的现金后的 90,342,739.88 美元；及
- (c) cash of US\$14,643,407.75.  
现金 14,643,407.75 美元。

**Yancoal Target Material Adverse Change** means an event, change, condition, matter, circumstance or thing on or after the Execution Date which, whether individually or when aggregated with all such events, changes, conditions, matters, circumstances or things of a like kind that occur on or after the Execution Date or are reasonably likely to occur, has or would be considered reasonably likely to have a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the Yancoal Target Group taken as a whole. For the avoidance of doubt, it shall be taken to be a Yancoal Target Material Adverse Change if, without limiting the foregoing, either (i) Yancoal Target no longer has going concern status under the Accounting Standards or (ii) a material Authorisation for the Southey Project which is in effect as at the Execution Date is not in good standing or valid (and remains so for 10 Business Days following written notification from Highfield to YK).

**兖煤目标集团重大不利变化**指在签署日期当日或之后发生的事件、变化、条件、事项、情况或事情，无论是单独还是与签署日期当日或之后发生的或合理可能发生的所有同类事件、变化、条件、事项、情况或事情结合，已经或被合理认为可能对兖煤目标集团整体的业务、资产、负债、财务或交易状况、盈利能力或前景产生重大不利影响。为避免疑义，在不限制前述规定的前提下，如果出现以下情况，则应被视为兖煤目标集团重大不利变化：(i) 根据会计准则，兖煤目标公司不再具有持续经营的地位；(ii) 于签署日期有效的 Southey 项目的重要授权不符合规定或无效（并且在高地资源向兖矿发出书面通知后 10 个工作日仍然不符合规定或无效）。

**Yancoal Target Material Authorisations** is defined in Warranty 7.3 of Schedule 1.

**兖煤目标集团重大授权**定义见附表 1 的保证 7.3。

**Yancoal Target Material Proceedings** is defined in Warranty 7.1 of Schedule 1.

**兖煤目标集团重大诉讼**定义见附表 1 的保证 7.1。

**Yancoal Target Prescribed Occurrence** means other than as:  
兖煤目标集团规定情况指除以下情况以外:

- (a) required or permitted by this agreement, the Transaction or the transactions contemplated by either; or  
本协议、交易或二者拟进行的交易所要求或允许的; 或
- (b) agreed to in writing by Highfield;  
高地资源书面同意的;
- (c) fairly disclosed by YK in the Data Room,  
兖矿在数据室中适度披露的,

the occurrence of any of the following:  
发生下列任何一种情况:

- (a) Yancoal Target converting all or any of its shares into a larger or smaller number of shares;  
兖煤目标公司将其全部或任何股份转换为更多或更少的股份;
- (b) a Yancoal Target Group Member resolving to reduce its share capital in any way;  
兖煤目标集团成员决议以任何方式减少其股本;
- (c) a Yancoal Target Group Member:  
兖煤目标集团成员:
  - (i) entering into a buy-back agreement; or  
签订回购协议; 或
  - (ii) resolving to approve the terms of a buy-back agreement under the Corporations Act;  
根据《公司法》, 决议批准回购协议的条款;
- (d) a Yancoal Target Group Member issuing shares, or granting an option over its shares, or agreeing to make such an issue or grant such an option, other than:  
兖煤目标集团成员发行股票或授予股份期权, 或同意发行股票或授予股份期权, 但以下情况除外:
  - (i) to another Yancoal Target Group Member; or  
向另一兖煤目标集团成员发行或授予; 或
  - (ii) the issue of shares pursuant to conversion of any amount owing under the Yancoal Target Shareholder Loan;  
通过转换兖煤目标公司股东贷款项下所欠的任何金额而发行股份;
- (e) a Yancoal Target Group Member issuing or agreeing to issue securities convertible into shares;  
兖煤目标集团成员发行或同意发行可转换为股份的证券;
- (f) a Yancoal Target Group Member disposing, or agreeing to dispose, of (x) the whole, or a substantial part, of its business or property, or (y) any of the Crown Subsurface Mineral Leases;  
兖煤目标集团成员处置或同意处置(x)其全部或大部分业务或财产, 或(y)任何皇家地下矿产租赁权;
- (g) a Yancoal Target Group Member granting a Security Interest, or agreeing to grant a Security Interest, in the whole, or a substantial part, of its business or property;  
兖煤目标集团成员对其全部或大部分业务或财产授予担保权益, 或同意授予担保权益;
- (h) an Insolvency Event occurs in relation to a Yancoal Target Group Member; or

发生与兖煤目标集团成员有关的破产事件；或

- (i) the employment, consulting, services or other similar arrangement of any Key Yancoal Target Employee is materially amended or terminated or otherwise materially adversely affected for any reason.

任何兖煤目标集团关键员工的雇佣、咨询、服务或其他类似安排作出重大修改，或因任何原因被终止或受到重大不利影响。

**Yancoal Target Shareholder Loan** means all of the shareholder's loans granted by Yancoal International (Holding) Company Limited to Yancoal Canada.

**兖煤目标公司股东贷款**指 Yancoal International (Holding) Company Limited 向兖煤加拿大授予的所有股东贷款。

**YK Adjustment Leakage** means the amount (if any) paid by Yancoal Canada to the YK Seller, or to Canada Revenue Agency on behalf of the YK Seller or Highfield, in connection with YK Seller's tax liability under the Income Tax Act or the Withholding Obligation, respectively, in connection with the Transaction and notified in writing to Highfield by YK at least 15 days prior to the Completion Date.

**兖矿调整漏损**指兖煤加拿大向兖矿卖方支付的、或兖煤加拿大代表兖矿卖方或高地资源向加拿大税务局支付的金额（如有），该金额与兖矿卖方分别在《所得税法》或扣缴义务下涉及交易的纳税义务有关，并由兖矿在交割日期前至少 15 天书面通知高地资源。

**YK Counterproposal** is defined in clause 17.4.

**兖矿反提案**定义见第 17.4 条。

**YK Group** means YK and each of its Related Bodies Corporate (other than the Yancoal Target Group), and **YK Group Member** means any member of the YK Group.

**兖矿集团**指兖矿及其各相关法人团体（兖煤目标集团除外），**兖矿集团成员**指兖矿集团的任何成员。

**YK Group Representative or Adviser** means any representative or adviser of any YK Group Member and any Related Bodies Corporate of such representative or adviser (or any current or former director, officer or employee of any of them).

**兖矿集团代表或顾问**指任何兖矿集团成员的任何代表或顾问以及该代表或顾问的任何相关法人团体（或其中任何一方的任何现任或前任董事、高级职员或员工）。

**YK Internal Restructure** means an internal restructure to be undertaken by YK in relating to changing the corporate structure between YK and Yancoal Canada.

**兖矿内部重组**指兖矿拟开展的、与变更兖矿与兖煤加拿大之间的公司架构相关的内部重组。

**YK Nominee** means a subsidiary of YK, appointed by YK (in accordance with clause 4.7) to receive the Scrip Consideration from Highfield under this agreement.

**兖矿被指定人**指兖矿（根据第 4.7 条）指定的根据本协议从高地资源接收对价股份的兖矿子公司。

**YK Seller** means the holder(s) of all of the Sale Shares.

**兖矿卖方**指所有待售股份的持有人。

**YK Specified Executive** means each of:

**兖矿指定高管**指以下每一人：

(a) Zhang Xin (张鑫); and

(b) Li Jie (李杰).

**YK Subscription Agreement** means the equity subscription agreement to be entered into by YK and Highfield on or around the Execution Date, substantially in the form set out in Annexure A.

**兖矿认购协议**指兖矿和高地资源拟在签署日期或该日左右签订的股权认购协议，其格式基本如附件 A 所示。

## 1.2 Interpretation 解释

Unless the contrary intention appears, a reference in this agreement to:  
除非出现相反的意图，否则本协议中提及的：

- (a) a document (including this agreement) includes any variation or replacement of it;  
文件（包括本协议），包括其任何变更或替换；
- (b) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;  
条款、附件或附表，指本协议的条款、附件或附表；
- (c) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;  
成文法、条例、法典或其他法律，包括其项下的法规和其他文书，以及其中任何一项的合并、修订、重新制定或替代；
- (d) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);  
法律，指普通法、衡平法原则和议会制定的法律（议会制定的法律包括州、地区和联邦法律和法规以及根据这些法律和法规制定的其他文书，以及其中任何一项的合并、修订、重新制定或替代）；
- (e) the singular includes the plural and vice versa;  
单数包括复数，反之亦然；
- (f) the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any Governmental Agency;  
"人"一词包括个人、公司、法人团体、合伙企业、合资企业、非法人团体或协会或任何政府机构；
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;  
特定人包括该人的遗嘱执行人、遗产管理人、继承人、替代人（包括以更替方式取得替代权的人）和受让人；
- (h) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;  
由某日或某行为或事件发生当日起计的时期，不包括该日在内；
- (i) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;  
一天应解释为从午夜开始到 24 小时后结束的时间段；
- (j) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;  
一组人或物合指其中任何两个或两个以上的人或物，并且单独指其中的每一人或物；
- (k) the words 'include', 'including', 'for example' or 'such as' when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;  
在举例时，"包括"、"包含"、"例如"或"如"等词并不将该示例对应的词语的含义局限在该示例或类似示例；
- (l) to time is a reference to South Australia, Australia time;

时间指澳大利亚南澳大利亚时间；

- (m) any thing (including any amount) is a reference to the whole and each part of it;  
任何事物（包括任何金额）指其整体及其每个部分；
- (n) Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia;  
澳元、\$、A\$ 或 AUD 指澳大利亚的法定货币；
- (o) United States dollars, USD or US\$ is a reference to the lawful currency of the United States of America;  
美元、USD 或 US\$指美国的法定货币；
- (p) a promise on the part of two or more persons binds them jointly and severally;  
两人或多人的承诺对他们具有连带约束力；
- (q) a fact, matter or circumstance is disclosed or fairly disclosed for the purposes of this agreement if sufficient information has been disclosed in the Disclosure Materials or Highfield Disclosure Materials (as applicable) that would enable a sophisticated investor, experienced in transactions of the nature of the Transaction, to make an informed assessment or estimation of the nature or the legal, financial, technical or operational impact of the matter purportedly disclosed; and  
如果在披露材料或高地资源披露材料（视适用情况而定）中披露了足够的信息，使一个在与本交易同性质的交易方面有经验的成熟投资者能够对所披露事项的性质或法律、财务、技术或运营影响作出明智的评估或估计，则就本协议而言，该事实、事项或情况视为已披露或适度披露；及
- (r) no provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this agreement or that provision.  
本协议的任何条款均不得因一方负责起草本协议或该条款而作出对该方不利的解释。

### 1.3 Next Business Day 下一个工作日

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.  
如果某事件必须在规定日期发生，而该日期不是工作日，则该规定日期将被视为下一个工作日。

### 1.4 Conversion Rate 汇率

- (a) All payments under or in connection with this agreement shall be paid in USD.  
本协议项下或与本协议有关的所有款项均应以美元支付。
- (b) Where a calculation under, in connection with, or for the purposes of, this agreement involves one or more amounts which are denominated in a currency other than USD, the calculation shall be performed in USD using, for such non-USD currency amounts, the USD equivalent of them determined by converting such other currency to USD on the basis of the average of the Bloomberg BFIX mid-rate between the two currencies as published by Bloomberg at 4:00pm (New York, United States time) on the Business Day immediately preceding the date of the calculation and in the event the resulting conversion yields a number that extends beyond two decimal points, rounded up to the nearest cent.  
如果本协议项下、与本协议有关或为本协议之目的进行的计算涉及用美元以外的其他币种表示的一个或多个金额，则应采用该非美元金额的美元等值金额以美元进行计算，在确定美元等值金额时，应依据紧随计算日期前的那个工作日下午 4:00 时（美国纽约时间）Bloomberg 公布的两币种之间的 Bloomberg BFIX 汇率中间价的平均值，将非美元金额换算成美元金额（如果换算后所得的数值超过小数点后两位，则向上取整至最近美分金额）。

## 1.5 Headings 标题

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

标题（包括段首括号内的标题）仅为方便起见，不影响本协议的解释。

## 2. Transaction 交易

### 2.1 Transaction components 交易组成部分

Subject to the terms and conditions of this agreement:  
在遵守本协议的条款和条件的前提下：

- (a) Highfield will seek shareholder approval for the Transaction as set out in clause 3.4;  
根据第 3.4 条的规定，高地资源将寻求股东对交易的批准；
- (b) at Completion, YK will transfer, and Highfield will acquire, the Sale Shares as set out in clauses 4 and 8;  
在交割时，兖矿将转让待售股份，高地资源将获得待售股份，详见第 4 条和第 8 条；
- (c) in consideration for the transfer of the Sale Shares to Highfield, Highfield will at Completion issue the Scrip Consideration to YK; and  
作为向高地资源转让待售股份的对价，高地资源将在交割时向兖矿发行对价股份；及
- (d) Highfield and YK will complete the transactions contemplated by the YK Subscription Agreement on the terms and subject to conditions thereof.  
高地资源和兖矿将按照兖矿认购协议的条款和条件完成该协议所述的交易。

### 2.2 Timetable 时间表

- (a) YK and Highfield agree to take all necessary steps to implement the Transaction as soon as is reasonably practicable and, without limitation, use reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step (and must co-operate and consult with each other on a regular basis about its progress in that regard).  
兖矿和高地资源同意在合理可行的情况下尽快采取一切必要步骤实施交易，并尽合理努力确保时间表中的每个步骤在该步骤旁所示的相关日期前完成（并且必须就这方面的进展定期相互合作和协商）。
- (b) Failure by a party to meet any timeframe or deadline set out in the Timetable will not constitute a breach of clause 2.2(a) to the extent that such failure is due to circumstances and matters outside the party's control, provided that such party has used reasonable endeavours to take all necessary actions required to be taken under this agreement or applicable law.  
如果一方未能遵守时间表中规定的任何时限或最后期限，且这种情况是由于超出该方控制范围的情况和事项所致，则不构成对第 2.2(a)条的违反，前提是該方已作出合理努力采取本协议或适用法律要求采取的一切必要措施。
- (c) To the extent that any of the dates or timeframes set out in the Timetable become not achievable due to matters outside of a party's control, the parties will consult in good faith to agree any necessary extension to ensure such matters are completed within the shortest possible timeframe.

如果时间表中规定的任何日期或时限因超出一方控制范围的事项而无法实现，双方将本着诚意进行磋商，以商定任何必要的延期，确保在尽可能短的时间内完成这些事项。

### 3. Conditions precedent and pre-implementation steps 先决条件和实施前步骤

#### 3.1 Conditions 条件

- (a) The respective obligations of each party to consummate the Transaction are subject to the satisfaction (or waiver in accordance with clause 3.2) of each of the Conditions set out in Part 1 of Schedule 3 at or prior to Completion.  
每一方各自完成交易的义务以附表 3 第 1 部分中所列的每项条件在交割之时或之前获得满足（或根据第 3.2 条被豁免）为前提。
- (b) The obligations of YK to consummate the Transaction are subject to the satisfaction (or waiver in accordance with clause 3.2) of each of the Conditions set out in Part 2 of Schedule 3 at or prior to Completion.  
兖矿完成交易的义务以附表 3 第 2 部分中所列的每项条件在交割之时或之前获得满足（或根据第 3.2 条被豁免）为前提。
- (c) The obligations of Highfield to consummate the Transaction are subject to the satisfaction (or waiver in accordance with clause 3.2) of each of the Conditions set out in Part 3 of Schedule 3 at or prior to Completion.  
高地资源完成交易的义务以附表 3 第 3 部分中所列的每项条件在交割之时或之前获得满足（或根据第 3.2 条被豁免）为前提。

#### 3.2 Waiver of conditions 豁免条件

- (a) Each party must promptly advise the other of the satisfaction of a Condition or if it becomes aware that a Condition has become incapable of being satisfied on or prior to the Sunset Date.  
如果任何条件已满足或其意识到任何条件已无法在日落日或该日之前满足，每一方必须立即告知对方。
- (b) The Conditions referred to in:  
以下条件：
- (i) Items 1 to 7 (inclusive) of Part 1 of Schedule 3 are not capable of waiver;  
附表 3 第 1 部分第 1 至 7（含）项中的条件不得豁免；
  - (ii) Item 8 of Part 1 can only be waived in writing by Highfield and YK jointly;  
附表 3 第 1 部分第 8 项中的条件仅可由高地资源和兖矿共同以书面形式豁免；
  - (iii) Part 2 of Schedule 3 can only be waived in writing by YK; and  
附表 3 第 2 部分中的条件仅可由兖矿以书面形式豁免；及
  - (iv) Part 3 of Schedule 3 can only be waived in writing by Highfield.  
附表 3 第 3 部分中的条件仅可由高地资源以书面形式豁免。
- (c) A Condition may only be waived in writing in accordance with this clause 3.2 and will be effective only to the extent specifically set out in that waiver.  
条件只能根据本第 3.2 条以书面形式豁免，且仅在该豁免书中明确规定的范围内有效。

- (d) The breach or non-fulfilment of a Condition may only be waived in writing. If a party waives the breach or non-fulfilment of any of the Conditions, that waiver will not preclude it from suing the other parties for any breach of this agreement including a breach that resulted in the non-fulfilment of the Condition that was waived.  
对违反或不履行条件的豁免只能采用书面形式。如果一方对违反或不履行任何条件予以豁免，该豁免并不妨碍其就任何违反本协议的行为（包括导致被豁免的条件未得到履行的违约行为）起诉其他各方。

### 3.3 Obligation to satisfy Conditions 满足条件的义务

- (a) Subject to clause 3.3(b) and clause 3.3(c), YK or Highfield, as applicable, must prepare and file all necessary filings, notices and applications in relation to the Conditions in Items 1 to 5 (inclusive) of Part 1 of Schedule 3 (**Regulatory Approvals**) with the applicable Governmental Agency as soon as practicable.  
受限于第 3.3(b)条和第 3.3(c)条，兖矿或高地资源（视情况而定）必须准备并在实际可行的情况下尽快提交与附表 3 第 1 部分第 1 至 5（含）项中的条件有关的所有必要的备案、通知和申请（**监管批准**）。
- (b) Without limiting any other obligation of a party under this clause 3.3, to the maximum extent permitted by law:  
在不限制一方在本第 3.3 条项下的任何其他义务的情况下，在法律允许的最大范围内：
- (i) Highfield agrees to take the leading role in the filing of all necessary notices and applications in relation to the Condition in Items 1 to 4 of Part 1 of Schedule 3; and 高地资源同意在提交与附表 3 第 1 部分第 1 至 4 项中的条件相关的所有必要通知和申请方面发挥主导作用；及
- (ii) each party must procure that its solicitors assist the other party with preparing the filing of all necessary notices and applications in relation to the Condition in Items 1 to 4 of Part 1 of Schedule 3.  
每一方必须确保其律师协助另一方准备提交与附表 3 第 1 部分第 1 至 4 项中的条件有关的所有必要通知和申请。
- (c) Without limiting any other obligation of a party under this clause 3.3, to the maximum extent permitted by law:  
在不限制一方在本第 3.3 条项下的任何其他义务的情况下，在法律允许的最大范围内：
- (i) YK agrees to take the leading role in the filing of all necessary notices and applications in relation to the Condition in Item 5 of Part 1 of Schedule 3; and 兖矿同意在提交与附表 3 第 1 部分第 5 项中的条件相关的所有必要通知和申请方面发挥主导作用；及
- (ii) each party must procure that its solicitors assist the other party with preparing the filing of all necessary notices and applications in relation to the Condition in Item 5 of Part 1 of Schedule 3.  
每一方必须确保其律师协助另一方准备提交与附表 3 第 1 部分第 5 项中的条件有关的所有必要通知和申请。
- (d) For the avoidance of doubt, any liability for any failure to obtain Regulatory Approval shall not rest with Highfield or YK, as long as each has used its reasonable endeavours to take the leading role or provide assistance (as applicable) in the filing of all necessary and relevant notices and applications.  
为避免疑义，只要高地资源和兖矿均已尽其合理努力在提交所有必要和相关的通知和申请方面发挥了主导作用或提供了协助（视情况而定），未取得监管批准的任何责任不应由高地资源或兖矿承担。

- (e) For greater certainty, with respect to the ICA Clearance, Highfield shall prepare and file a notice under the Investment Canada Act as specified by section 12 of the Investment Canada Act with the appropriate minister or ministers designated under the Investment Canada Act (**Minister**) within the above noted period.  
为明确起见，关于 ICA 批准，高地资源应根据《加拿大投资法》第 12 条的规定，在上述期限内准备并向根据《加拿大投资法》指定的有关部长（**部长**）提交一份《加拿大投资法》项下的通知。
- (f) Without limiting any other obligation of a party under this clause 3.3, each of the parties agrees to:  
在不限制一方在本第 3.3 条项下的任何其他义务的情况下，每一方同意：
- (i) use all reasonable endeavours to procure that each of the Conditions for which it is a party responsible (as noted in Schedule 3):  
尽一切合理努力确保其作为责任方的每项条件（如附表 3 所述）：
- (A) is satisfied as soon as practicable after the Execution Date and in any event no later than the Sunset Date; and  
在签署日期后在可行的情况下尽快（无论如何不迟于日落日）满足；及
- (B) continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and  
始终保持得到满足，直至需要得到满足的最后时点（视情况而定）；以及
- (ii) use all reasonable endeavours to ensure that there is no occurrence that would prevent the Condition for which it is a party responsible being satisfied.  
尽一切合理努力确保，不会出现会妨碍满足其作为责任方的条件的任何情形。
- (g) Without limiting any other obligation of a party under this clause 3.3, each party must:  
在不限制一方在本第 3.3 条项下的任何其他义务的情况下，每一方必须：
- (i) promptly give each other party all information reasonably requested by that party in connection with any notice, submission or application required to satisfy, or in relation to its progress in satisfying, a Condition;  
及时向另一方提供该方合理要求的与满足某一条件所需的通知、提交材料或申请有关的或与其满足某一条件的进展有关的所有信息；
- (ii) keep each other informed of any circumstances which may result in any of those Conditions not being satisfied in accordance with its terms (for the avoidance of doubt, Highfield must keep YK informed of any material development of any Relevant Proceedings which may result in the Condition in Item 3 of Part 2 of Schedule 3 not being satisfied in accordance with its terms);  
相互通报可能导致任何上述条件未按其条款得到满足的任何情况（为避免疑义，高地资源必须向堇矿通报可能导致附表 3 第 2 部分第 3 项中的条件未按其条款得到满足的任何相关诉讼方面的任何重大进展）；
- (iii) not take, or omit to take, any action that prevents, hinders or delays, or would be reasonably likely to prevent, hinder or delay, the satisfaction of any Condition (except to the extent such action is required by law); and  
不采取会阻止、妨碍或延迟或有可能阻止、妨碍或延迟满足任何条件的任何行为或不作为（法律要求采取的除外）；以及
- (iv) consult and co-operate with the other party in relation to the satisfaction of the Conditions.  
在满足条件方面与另一方协商合作。
- (h) Neither party shall engage in any meetings or material discussions with any Governmental Agency in respect of any of the Regulatory Approvals without giving the other party prior notice of the meeting or discussion and, to the extent permitted by the Governmental

Agency, the opportunity for such other party and/or their external legal counsel to attend and participate.

任何一方均不得在未将会议或讨论事先通知另一方并且（在政府机构允许的范围内）让另一方和/或其外部法律顾问有机会出席和参与的情况下，就任何监管批准与任何政府机构进行任何会议或实质性讨论。

- (i) Neither party shall extend or consent to any extension of any applicable waiting or review period or enter into any agreement with a Governmental Agency to delay completion of the transactions contemplated by this agreement without obtaining the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

未经另一方事先书面同意（不得无理拒绝同意或延迟给予同意），任何一方不得延长或同意延长任何适用的等待期或审查期，或与政府机构达成任何协议以延迟完成本协议拟进行的交易。

- (j) Without limiting any other obligation of a party under this clause 3.3:

在不限制一方在本第 3.3 条项下的任何其他义务的情况下：

- (i) Highfield must promptly provide:

高地资源必须及时：

- (A) YK with all information (excluding any commercially sensitive or confidential information regarding Highfield) and assistance that YK reasonably requests; and

向兖矿提供兖矿合理要求的所有信息（不包括有关高地资源的任何商业敏感或机密信息）和协助；以及

- (B) relevant Governmental Agencies with all information that the relevant Governmental Agency reasonably requests,

向相关政府机构提供其合理要求的所有信息；

in connection with, and for the purposes of progressing, the application for the Regulatory Approvals;

前述信息和协助是与推进或申请监管批准有关的以及为了推进或申请监管批准的目的；

- (ii) YK must promptly provide:

兖矿必须及时：

- (A) Highfield with all information (excluding any commercially sensitive or confidential information regarding YK) and assistance that Highfield reasonably requests; and

向高地资源提供高地资源合理要求的所有信息（不包括有关兖矿的任何商业敏感或机密信息）和协助；以及

- (B) relevant Governmental Agencies with all information that the relevant Governmental Agency reasonably requests,

向相关政府机构提供其合理要求的所有信息；

in connection with, and for the purposes of progressing, the applications for the Regulatory Approvals and the shareholder approvals which are required to be obtained for the purposes of satisfying the Conditions in Item 7 of Part 1 of Schedule 3;

前述信息是关于且是为满足监管批准和附表 3 第 1 部分第 7 项中的条件所需取得的股东批准以及为了推进这些申请和批准的信息；

- (k) Without limiting any other obligation of a party under this clause 3.3, each party must:

在不限制一方在本第 3.3 条项下的任何其他义务的情况下，每一方必须：

- (i) allow the other party and the other party's solicitor a reasonable opportunity to comment on any applicable document before submission or communication to a Governmental Agency (excluding any commercially sensitive or confidential information) and take into account any reasonable comments from the other party and the other party's solicitor;  
在向政府机构提交或传达任何适用文件（不包括任何商业敏感或机密信息）之前，允许另一方和另一方的律师有合理的机会对其提出意见，并考虑另一方和另一方的律师提出的任何合理意见；
- (ii) keep the other party and the other party's solicitor reasonably informed and furnished with copies of, and promptly notify the other party and the other party's solicitor of, all material communications (excluding any commercially sensitive or confidential information) between it and a Governmental Agency regarding or in connection with the satisfaction of any Condition;  
让另一方和另一方的律师合理地了解和获得其与政府机构之间与满足任何条件有关的所有重要通信（不包括任何商业敏感或机密信息）的副本，并将该等通信及时通知另一方和另一方的律师；
- (iii) take all steps reasonably required, and for which it is responsible for, in connection with each Regulatory Approval process, including responding to requests for information at the earliest practicable time;  
采取与每项监管批准程序有关的一切合理必要的和由其负责的步骤，包括在可行的情况下尽早对索取信息的要求做出回应；
- (iv) keep the other party and the other party's solicitor reasonably informed of progress in relation to satisfying the Regulatory Approvals Conditions (including in relation to any matters raised by, or conditions or other arrangements proposed by, the relevant Governmental Agency) and provide the other party and the other party's solicitor with information (excluding any commercially sensitive or confidential information) reasonably requested by it in connection with the Regulatory Approvals and their progress;  
让另一方和另一方的律师合理地了解满足监管批准条件的进展情况（包括有关政府机构提出的任何事项或建议的条件或其他安排），并向另一方和另一方的律师提供其合理要求的与监管批准及其进展情况有关的信息（不包括任何商业敏感信息或机密信息）；
- (v) act reasonably and in good faith to agree any conditions that a Governmental Agency may seek to impose in connection with a Regulatory Approval on such party, *provided that notwithstanding the foregoing, in no event shall:*  
合理及诚信地同意任何政府机构可能寻求对该方施加的与任何监管批准有关的任何条件，但尽管有上述规定，在任何情况下：
- (A) YK, any YK Group Member, Highfield or any Highfield Group Member be required to agree to any conditions that are not conditioned upon Completion occurring;  
兖矿、任何兖矿集团成员、高地资源或任何高地资源集团成员均无须同意不以交割发生为条件的任何条件；
- (B) Highfield or any Highfield Group Member be required to agree to any conditions that in the reasonable opinion of Highfield would or would be reasonably likely to have a material adverse impact on the Highfield Group or the Yancoal Target Group; or  
高地资源或任何高地资源集团成员均无须同意高地资源合理认为会（或合理预期可能会）对高地资源集团或兖煤目标集团造成重大不利影响的任何条件；  
或
- (C) YK or any YK Group Member be required to agree to any conditions that in the reasonable opinion of YK would or would be reasonably likely to have a

material adverse impact on the YK Group, the Highfield Group, or the Yancoal Target Group.

兖矿或任何兖矿集团成员均无须同意兖矿合理认为会（或合理预期可能会）对兖矿集团、高地资源集团或兖煤目标集团造成重大不利影响的任何条件。

### 3.4 Highfield Shareholder approval (Highfield obligations) 高地资源股东批准（高地资源义务）

In using its reasonable endeavours to ensure that the Condition set out in Item 7 of Part 1 of Schedule 3 is satisfied, Highfield must:

在尽合理努力确保附表 3 第 1 部分第 7 项中规定的条件获得满足时，高地资源必须：

- (a) **(announcement)** following execution of this agreement, announce, in a form agreed between YK and Highfield (each acting reasonably) that each of the directors of Highfield recommends to Highfield Shareholders that the Transaction be approved subject to there being no Superior Proposal and subject to the Independent Expert concluding (and continuing to conclude) in the Independent Expert's Report that the Transaction is fair and reasonable, or is not fair but is reasonable, to, or is in the best interests of, Highfield Shareholders;  
(公告) 在本协议签署后，以兖矿和高地资源双方均合理同意的形式宣布，高地资源的每位董事建议高地资源股东批准交易，条件是没有更优提案，并且独立专家在独立专家报告中得出结论（并继续得出结论）认为交易对高地资源股东公平合理或虽不公平但合理，或者符合高地资源股东的最佳利益；
- (b) **(Independent Expert)** promptly appoint the Independent Expert and provide all assistance and information reasonably requested by it in connection with the preparation of the Independent Expert's Report for inclusion in the Notice of Meeting;  
(独立专家) 及时任命独立专家，并提供其在编写独立专家报告方面合理要求的所有协助和信息，以纳入会议通知；
- (c) **(Notice of Meeting)** as soon as is reasonably practicable, prepare the Notice of Meeting to Highfield Shareholders. The Notice of Meeting must:  
(会议通知) 在合理可行的情况下，尽快准备拟向高地资源股东寄发的会议通知。会议通知必须：
- (i) include a notice of meeting and proxy forms, containing the Highfield Shareholder Resolutions;  
包括会议通知和代理表格，其中包含高地资源股东决议；
- (ii) include an explanatory memorandum in relation to the Transaction;  
包括与交易有关的解释性备忘录；
- (iii) include a copy of the Independent Expert's Report;  
包括独立专家报告的副本；
- (iv) subject to clause 3.7, include a statement by all Highfield directors recommending that Highfield Shareholders vote in favour of the Highfield Shareholder Resolutions in the absence of any Superior Proposal and subject to the Independent Expert concluding (and continuing to conclude) in the Independent Expert's Report that the Transaction is fair and reasonable, or is not fair but is reasonable, to, or is in the best interests of, Highfield Shareholders;  
在第 3.7 条的规限下，包括所有高地资源董事的声明，表明在没有更优提案并且独立专家在独立专家报告中得出结论（并继续得出结论）认为交易对高地资源股东公平合理或虽不公平但合理或者符合高地资源股东的最佳利益的前提下，建议高地资源股东投票赞成高地资源股东决议；
- (v) subject to clause 3.7, include a statement that each director of Highfield who holds or controls Highfield Shares intends to vote those Highfield Shares in favour of the

Highfield Shareholder Resolutions in the absence of any Superior Proposal and subject to the Independent Expert concluding (and continuing to conclude) in the Independent Expert's Report that the Transaction is fair and reasonable, or is not fair but is reasonable, to, or is in the best interests of, Highfield Shareholders; and 在第 3.7 条的规限下, 包括持有或控制高地资源股份的每名高地资源董事的声明, 表明其有意在没有更优提案并且独立专家在独立专家报告中得出结论 (并继续得出结论) 认为交易对高地资源股东公平合理或虽不公平但合理或者符合高地资源股东的最佳利益的前提下, 意以该等高地资源股份投票赞成高地资源股东决议; 及

- (vi) comply with all applicable laws, including the Corporations Act, applicable ASIC guidance (including RG 74) and policies and the Listing Rules;  
遵守所有适用法律, 包括《公司法》、适用的 ASIC 指南 (包括 RG 74) 和政策以及上市规则;

(d) **(consultation)**  
(协商)

- (i) provide YK with copies of:  
向兖矿提供下述各项的副本:
  - (A) the draft Notice of Meeting, including the draft Independent Expert's Report (for the purpose of reviewing its factual accuracy only); and  
会议通知草案, 包括独立专家报告草案 (仅用于审查其事实准确性); 及
  - (B) any Regulatory Submissions;  
任何监管机构提交文件;
- (ii) consult with YK in relation to the content and presentation of the draft Notice of Meeting, and draft Regulatory Submissions;  
就会议通知草案和监管机构提交文件草案的内容和形式与兖矿协商;
- (iii) give YK and its Representatives reasonable time to provide input on the content and presentation of the draft Notice of Meeting; and  
给予兖矿及其代表合理的时间, 对会议通知草案的内容和形式提出意见; 及
- (iv) consider all of YK's reasonable comments, requests or suggestions as to the content of the draft Notice of Meeting, and obtain YK's consent (such consent not to be unreasonably withheld or delayed) to include any information relating to YK or Yancoal Target Group in the form and context in which it appears;  
考虑兖矿对会议通知草案内容的所有合理意见、要求或建议, 并取得兖矿同意 (且该同意不得被无理拒绝或延迟), 以其出现时的形式和上下文纳入与兖矿或兖煤目标集团有关的任何信息;

- (e) **(update Highfield Information)** until the date of Highfield Shareholder Meeting, promptly update the Notice of Meeting with any information that arises after the Notice of Meeting has been dispatched that is necessary to ensure that the Notice of Meeting does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement. Highfield must consult with YK as to the content and presentation of the updated or supplementary Notice of Meeting in the manner contemplated by clause 3.4(d);

(更新高地资源信息) 在高地资源股东大会召开之前, 及时用会议通知发出后出现的任何必要信息更新会议通知, 以确保会议通知不包含任何在重要方面有虚假或误导性的重要声明 (包括因该声明中的任何重大遗漏造成的)。高地资源必须按照第 3.4(d)条规定的方式, 就更新或补充会议通知的内容和形式与兖矿协商;

- (f) **(verification)** take reasonable verification processes in relation to the information contained in the Notice of Meeting (other than the Yancoal Target Information and the Independent Expert's Report) so as to ensure that such information is not misleading or deceptive in any material respect (whether by omission or otherwise);

(核实) 采取合理的程序核实会议通知中包含的信息 ( 兖煤目标集团信息和独立专家报告除外), 以确保该等信息在任何重要方面都不具有误导性或欺骗性 ( 无论由于遗漏还是其他原因造成的);

- (g) **(confirmation of accuracy)** before the Notice of Meeting is provided to ASIC and ASX (if applicable) for review, and again before the Notice of Meeting is dispatched to the Highfield Shareholders, confirm in writing to YK that the Highfield Information in the Notice of Meeting is:

(确认准确性) 在向 ASIC 和 ASX 提交 (如适用) 会议通知供其审查之前, 以及在向高地资源股东发送会议通知之前, 再次向兖矿书面确认会议通知中的高地资源信息在任何重要方面 (包括由于遗漏造成的):

(i) to the best of the Highfield Board's knowledge, accurate; and  
据高地资源董事会所知均准确无误; 及

(ii) not misleading or deceptive,  
均不具有误导性或欺骗性;

in any material respect, including by way of omission;

- (h) **(approval of draft for ASIC and ASX)** as soon as practicable after the preparation of an advanced draft of the Notice of Meeting suitable for review by ASIC and ASX (if applicable), procure that a meeting of the Highfield Board, or of a committee of Highfield Board appointed for such purpose, is convened to consider, and if thought fit, approve, that draft as being in a form appropriate for provision to ASIC and ASX (if applicable) for review;

(批准提交给 ASIC 和 ASX 的草案) 在完成编制适合 ASIC 和 ASX 审查 (如适用) 的会议通知初稿后, 在可行的情况下尽快促使召开高地资源董事会或为此目的任命的高地资源董事委员会会议, 以审议并在认为适当时批准该草案, 该草案的形式需适合提供给 ASIC 和 ASX 审查 (如适用);

- (i) **(liaison with ASIC and ASX)** as soon as practicable after the Execution Date and to the extent permitted by law or policy or directive of a Governmental Agency:

(与 ASIC 和 ASX 联络) 在法律或任何政府机构的政策或指令允许的情况下, 并在签署日期后的可行情况下尽快:

- (i) provide an advanced draft of the Notice of Meeting, in a form approved in accordance with clause 3.4(h), to ASIC and ASX (if applicable) for review and approval and:

以按照第 3.4(h)条批准的格式, 向 ASIC 和 ASX (如适用) 提供会议通知初稿供其审查和批准, 并:

(A) liaise with ASIC and ASX (if applicable) during the period of ASIC's and ASX's consideration of that draft of the Notice of Meeting;  
在 ASIC 和 ASX 审议该会议通知草案期间, 与 ASIC 和 ASX (如适用) 联络;

(B) keep YK informed of any matters raised by ASIC and ASX (if applicable) in relation to the Notice of Meeting, and using all reasonable endeavours in co-operation with the YK to resolve any such matters; and  
随时向兖矿通报 ASIC 和 ASX (如适用) 就会议通知提出的任何问题, 并尽一切合理努力配合兖矿解决任何该等问题; 及

(C) seek relief from ASIC under the Corporations Act, or ASX, that Highfield and YK agree is necessary or desirable to facilitate the Transaction; and  
根据《公司法》向 ASIC 或向 ASX 寻求高地资源和兖矿认为对促进交易而言必需或可取的救济; 及

- (ii) keep YK informed of any matters raised by ASIC or ASX (if applicable) in relation to the Notice of Meeting or the Transaction, and use reasonable endeavours in co-operation with YK to resolve any such matters;  
随时向兖矿通报 ASIC 或 ASX (如适用) 就会议通知或交易提出的任何问题, 并尽合理努力与兖矿配合解决任何该等问题;
- (j) **(dispatch of Notice of Meeting)** as soon as practicable following ASIC and ASX (if applicable) review of the Notice of Meeting in accordance with clause 3.4(i), dispatch the Notice of Meeting to the Highfield Shareholders; and  
(发送会议通知) 在 ASIC 和 ASX (如适用) 根据第 3.4(i)条审查会议通知后, 在可行的情况下尽快向高地资源股东发送会议通知; 及
- (k) **(Highfield Shareholder Meeting)** convene and hold the Highfield Shareholder Meeting to consider the Highfield Shareholder Resolutions to approve the Transaction.  
(高地资源股东大会) 召开和举行高地资源股东大会, 审议批准交易的高地资源股东决议。

### 3.5 Highfield Shareholder approval (YK obligations) 高地资源股东批准 (兖矿义务)

In agreeing to use its reasonable endeavours to assist Highfield to ensure that the Condition set out in Item 7 of Part 1 of Schedule 3 is satisfied, YK must:  
在同意尽其合理努力协助高地资源确保附表 3 第 1 部分第 7 项中的条件获得满足时, 兖矿必须:

- (a) **(Yancoal Target Information)** as soon as is reasonably practicable after the Execution Date, prepare and provide to Highfield the Yancoal Target Information for inclusion in the Notice of Meeting and ensure that such information complies with all applicable laws (including RG 74 and the Listing Rules), and provide written consent to the inclusion of that information in the Notice of Meeting;  
(兖煤目标集团信息) 在签署日期后合理可行的情况下, 尽快准备并向高地资源提供兖煤目标集团信息供纳入会议通知, 并确保这些信息符合所有适用法律 (包括 RG 74 和上市规则), 并提供将这些信息纳入会议通知的书面同意;
- (b) **(review of Notice of Meeting)** review the drafts of the Notice of Meeting prepared by Highfield and provide timely comments on those drafts in good faith;  
(审查会议通知) 审查高地资源起草的会议通知草案; 并及时、诚信地就这些草案提出意见;
- (c) **(Independent Expert's Report)** subject to the Independent Expert entering into arrangements with YK including in relation to confidentiality in a form reasonably acceptable to YK, provide any assistance or information reasonably requested by Highfield or by the Independent Expert in connection with the preparation of the Independent Expert's Report for inclusion in the Notice of Meeting;  
(独立专家报告) 在独立专家与兖矿达成格式令兖矿合理接受的安排 (包括保密方面的安排) 的前提下, 提供高地资源或独立专家合理要求的与编写独立专家报告有关的任何协助或信息, 以便纳入会议通知;
- (d) **(confirmation of accuracy)** confirm in writing to Highfield the accuracy of Yancoal Target Information in the Notice of Meeting, to the best of YK's knowledge (other than any information regarding Highfield Group contained in, or used in the preparation of, the information regarding Yancoal Target Group following implementation of the Transaction) as and when requested by Highfield;  
(确认准确性) 经高地资源要求, 以书面形式向高地资源确认, 会议通知中包含的兖煤目标集团信息据兖矿所知均准确无误 (但不包括交易实施后兖煤目标集团信息中所包含的或此类信息编制时使用的任何有关高地资源集团的信息);
- (e) **(verification)** take reasonable verification processes in relation to the Yancoal Target Information so as to ensure that such information is not misleading or deceptive in any material respect (whether by omission or otherwise); and

(核实) 对兖煤目标集团信息运用合理的核实程序, 以确保该等信息在任何重要方面都不具有误导性或欺骗性 (无论由于遗漏还是其他原因造成的); 以及

- (f) **(update Yancoal Target Information)** until the date of Highfield Shareholder Meeting, provide to Highfield any information that arises after the Notice of Meeting has been despatched that is necessary to ensure that the Yancoal Target Information contained in the Notice of Meeting does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement.

(更新兖煤目标集团信息) 在高地资源股东大会召开之前, 向高地资源提供在会议通知寄发之后出现的任何必要信息, 以确保会议通知中的兖煤目标集团信息不包含任何在重要方面虚假或误导的重要声明 (包括由于该声明中的任何重要遗漏导致的)。

### 3.6 Notice of Meeting 会议通知

- (a) Each of Highfield and YK must procure that its representatives work in good faith and in a timely (having regard to clause 2.2) and co-operative manner with one another and the parties to prepare the Notice of Meeting in accordance with clauses 3.4 and 3.5.  
高地资源和兖矿必须促使其代表根据第 3.4 和 3.5 条, 本着诚意及时 (考虑到第 2.2 条) 相互配合并与双方合作, 以准备会议通知。
- (b) The Notice of Meeting will include a responsibility statement:  
会议通知将包括:
- (i) by Highfield that the information contained in the Notice of Meeting, other than the Yancoal Target Information, and the Independent Expert's Report, has been prepared by Highfield and is the responsibility of Highfield, and that, except as set out in clause 3.6(b)(ii), YK does not assume any responsibility for the accuracy or completeness of that information; and  
由高地资源出具的一项责任声明, 说明除兖煤目标集团信息及独立专家报告外, 会议通知所载信息乃由高地资源编制, 并由高地资源负责, 除第 3.6(b)(ii)条所载外, 兖矿不对该信息的准确性或完整性承担任何责任; 以及
- (ii) by YK that YK has prepared, provided and is responsible for the Yancoal Target Information, and that Highfield does not assume any responsibility for the accuracy or completeness of the Yancoal Target Information.  
由兖矿出具的一项责任声明, 说明兖煤目标集团信息由兖矿编制、提供并负责, 高地资源对兖煤目标集团信息的准确性或完整性不承担任何责任。
- (c) If, after a reasonable period of consultation, Highfield and YK are unable to agree (each acting reasonably and in good faith) on the form or content of the Notice of Meeting:  
如果在合理的协商期后, 高地资源和兖矿无法就会议通知的形式或内容达成一致 (每一方均合理且诚信行事):
- (i) where the determination relates to the Yancoal Target Information, YK will make the final determination as to the form and content of the Yancoal Target Information *provided* that such determination does not result in a breach of applicable laws or policy or directive of a Governmental Agency; and  
在该决定与兖煤目标集团信息有关的情况下, 兖矿将对兖煤目标集团信息的形式和内容做出最终决定, 前提是该决定不会导致违反适用法律或任何政府机构的政策或指令; 及
- (ii) in any other case, Highfield will make the final determination as to the form and content of the Notice of Meeting *provided* that such determination does not result in a breach of applicable laws or policy or directive of a Governmental Agency.  
在任何其他情况下, 高地资源将对会议通知的形式和内容做出最终决定, 前提是该决定不会导致违反适用法律或任何政府机构的政策或指令。

### 3.7 Board recommendation 董事会建议

- (a) Highfield must use its reasonable endeavours to procure that the Highfield Board collectively does not change, withdraw or adversely modify its recommendation to vote in favour of the Highfield Shareholder Resolutions unless, and Highfield's obligations under clause 3.4(c)(iv) do not apply if:  
高地资源必须尽合理努力确保高地资源董事会不会集体改变、撤回或不利地修改其关于投票赞成高地资源股东决议的建议，除非属于下列情况，且在以下情况下不适用高地资源在第 3.4(c)(iv) 条款下的义务：
- (i) the Independent Expert in the Independent Expert's Report (or any update of, or any revision, amendment or supplement to, that report) concludes that the Transaction is not "reasonable"; or  
独立专家在独立专家报告（或该报告的任何更新、修订、修正或补充）中得出结论，认为交易不“合理”；或
- (ii) each of the following has been satisfied:  
以下每一条件均满足：
- (A) Highfield has received, other than as a result of a breach of clause 17, a Competing Proposal;  
高地资源收到了竞争性提案（因违反第 17 条造成的除外）；
- (B) the procedure in clause 17.4 has been fully complied with; and  
第 17.4 条中的程序已完全得到遵守；及
- (C) the Highfield Board has determined that the Competing Proposal constitutes a Superior Proposal.  
高地资源董事会已认定竞争性提案构成更优提案。
- (b) For the purposes of clause 3.4(c), customary qualifications and explanations contained in the Notice of Meeting or any announcement in relation to a recommendation to vote in favour of the Transaction, including to the effect that:  
就第 3.4(c) 条而言，会议通知或任何公告中包含的与建议投票赞成交易有关的惯常限定条件和解释，包括有如下效力的限定条件和解释：
- (i) the recommendation is made in the absence of a Superior Proposal; or  
该建议是在没有更优提案的情况下提出的；或
- (ii) the recommendation is made subject to the Independent Expert concluding (and continuing to conclude) in the Independent Expert's Report (including in any update of, or any revision, amendment or supplement to, that report) that the Transaction is "fair and reasonable", or is not fair but is reasonable, to, or is in the best interests of, Highfield Shareholders,  
该建议是在独立专家在独立专家报告（包括该报告的任何更新、修订、修正或补充）中得出结论（并继续得出结论）认为交易对高地资源股东而言“公平合理”或虽不公平但合理或者符合高地资源股东的最佳利益的前提下提出的，
- will not be regarded as a failure to make or a withdrawal of a recommendation in favour of the Transaction.  
不会被视作未提出或撤回赞成交易的建议。
- (c) Despite anything to the contrary in this agreement, a statement made by Highfield, the Highfield Board or any Highfield director to the effect that no action should be taken by Highfield Shareholders pending the assessment of a Competing Proposal by the Highfield Board or the completion of the matching right process set out in clause 17.4 shall not contravene clause 3.4(c) or any other provision of this agreement.

尽管本协议有任何相反的规定，但如果高地资源、高地资源董事会或任何高地资源董事发表声明，表示在高地资源董事会评估竞争性提案或完成第 17.4 条规定的匹配权程序之前，高地资源股东不应采取任何行动，该声明不构成违反第 3.4(c)条或本协议的任何其他规定。

### 3.8 Result of non-satisfaction of Conditions 不满足条件的结果

(a) If any of the Conditions:  
如果任何条件:

(i) are not satisfied or waived in accordance with clause 3.2 on or before the Sunset Date; or

未在日落日或之前根据第 3.2 条得到满足，也未被豁免；或者

(ii) become incapable of being satisfied before the Sunset Date in the reasonable opinion of YK or Highfield, and has not been waived in accordance with clause 3.2 within 10 Business Days of any party requesting the Condition be waived (if such Condition is capable of being waived),

如果兖矿或高地资源合理认为任何条件无法在日落日前得到满足，且在任何一方请求豁免该条件后 10 个工作日内未根据第 3.2 条予以豁免（如果该条件能够被豁免），

then YK or Highfield may at any time before Completion, terminate this agreement by giving written notice to the other, provided that the terminating party is not in breach of a material obligation under this agreement and has complied with its obligations under this clause 3.

则兖矿或高地资源可在交割前随时向对方发出书面通知，终止本协议，但前提条件是终止方没有违反本协议规定的重大义务并已经遵守了本第 3 条项下的其所有义务。

(b) YK may in its sole discretion, by notice in writing to Highfield, extend the Sunset Date to a date that is up to three months after the Sunset Date.

兖矿经自行决定可以通过向高地资源发送书面通知，将日落日延至日落日后不超过三个月的日期。

### 3.9 Short-Term Funding 前序融资

(a) If:  
如果:

(i) Highfield has used its best endeavours to undertake Short-Term Funding for a reasonable period of time, but it has not identified any persons who are willing and able to provide the Short-Term Funding at a price equal to or more than the Average Conversion Price; and

高地资源已尽最大努力开展前序融资且已经持续了一段合理的时间，但尚未确定任何人士愿意且能够以等于或高于平均转股价格的价格提供前序融资；且

(ii) without undertaking the Short-Term Funding at a lower price than the Average Conversion Price, Highfield will imminently experience an Insolvency Event,

如果不以低于平均转股价格的价格进行前序融资，高地资源将立即发生破产事件，

Highfield may provide a written notice to YK and all of the Investors, setting out reasonable details and explanation in support of paragraphs (i) and (ii) above, and a request to undertake the Short-Term Funding at a lower price than the Average Conversion Price with details of the proposed fund raising.

高地资源可以向兖矿和所有投资者提供书面通知，列出支持上述第 (i) 和 (ii) 段的合理细节和解释，并请求以低于平均转股价格的价格进行前序融资以及拟议筹资的详细信息。

- (b) Upon receipt of the written notice given under clause 3.9(a), the minimum pricing, amount and timing of the Short-Term Funding shall be discussed in good faith among all parties (including all of the Investors), taking into consideration the proximity of the Completion Date.

在收到根据第 3.9(a) 条发出的书面通知后，各方（包括所有投资者）应诚信地讨论前序融资的最低定价、金额和时间安排，并将交割日期是否临近纳入考量。

- (c) For the avoidance of doubt, the aggregate amount of the Short-Term Funding, including any amount raised under the Short-Term Funding, whether or not the price is higher than the Average Conversion Price, must not be more than \$30 million.

为避免疑义，前序融资总额，包括前序融资下筹集的任何金额，无论价格是否高于平均转股价格，不得超过 3,000 万美元。

## 4. Sale and purchase

### 买卖

### 4.1 Sale and purchase

#### 买卖

On the day for Completion determined under clause 8.1, YK must transfer, and Highfield must acquire, the Sale Shares in consideration for the Purchase Price by Highfield free and clear of all Encumbrances.

在根据第 8.1 条确定的交割之日，兖矿必须转让，且高地资源必须购买，不附带任何权利负担的待售股份，对价为高地资源支付购买价格。

### 4.2 Associated rights

#### 相关权利

YK must transfer the Sale Shares to Highfield together with all rights:

兖矿必须将待售股份连同所有以下权利一并转让给高地资源：

- (a) attached to them as at the Execution Date; and  
在签署日期附于待售股份的权利；以及
- (b) that accrue between the Execution Date and Completion.  
从签署日期到交割期间产生的权利。

### 4.3 Purchase Price

#### 购买价格

- (a) The consideration for the sale of the Sale Shares is the payment by Highfield of the Purchase Price.

出售待售股份的对价是高地资源支付购买价格。

- (b) The Purchase Price will be paid as follows:

购买价格的支付方式如下：

- (i) the Scrip Consideration, issuable by Highfield on Completion in accordance with clauses 4.5 and 8; and

对价股份，由高地资源于交割时根据第 4.5 条及第 8 条发行；及

- (ii) any other adjustments to the Purchase Price payable in accordance with this agreement.

根据本协议应支付的购买价格的任何其他调整额。

### 4.4 Actions on Completion

#### 交割时的行动

At Completion Highfield must issue the Scrip Consideration in accordance with clause 4.5 to YK.  
在交割时，高地资源必须根据第 4.5 条的规定向兖矿发行对价股份。

#### **4.5 Issue of Scrip Consideration** **发行对价股份**

- (a) Highfield must ensure that the Scrip Consideration that it issues will be validly issued and fully paid, will be free of Encumbrances and will rank *pari passu* in all respects with all other Highfield Shares on issue as at Completion.  
高地资源必须确保其发行的对价股份将是有效发行和缴足股款的，不附带任何权利负担，并在所有方面与交割时已发行的所有其他高地资源股份享有同等地位。
- (b) Highfield will have satisfied its obligation to issue the Scrip Consideration by, on Completion:  
高地资源将通过在交割时采取以下行动来履行其发行对价股份的义务：
- (i) procuring the name and address of YK to be entered in the share register of Highfield as the holder of the Scrip Consideration;  
确保将兖矿的名称和地址作为对价股份的持有人列入高地资源的股份登记册；
  - (ii) procuring that a holding statement is issued to YK in respect of the Scrip Consideration;  
确保就对价股份向兖矿发出持有声明；
  - (iii) using its reasonable endeavours to ensure that the Highfield Shares issued as Scrip Consideration will be quoted on the official list of ASX with effect from the first Business Day after the Completion Date (or such later date as ASX may require); and  
尽其合理努力，确保作为对价股份发行的高地资源股份自交割日期后的第一个工作日（或 ASX 可能要求的较晚日期）起在 ASX 的正式名单上挂牌；以及
  - (iv) providing ASX with:  
为 ASX 提供：
    - (A) a notice in relation to the Highfield Shares issued as Scrip Consideration in accordance with section 708A(5)(e) of the Corporations Act which complies with section 708A(6) of the Corporations Act, or if it is unable to provide such a notice, lodge a disclosure document with ASIC and ASX pursuant to section 708A(11)(b)(i) of the Corporations Act; and  
根据《公司法》第 708A(5)(e)条的规定，就作为对价股份发行的高地资源股份提交一份符合《公司法》第 708A(6)条规定的通知，如果无法提供此类通知，则根据《公司法》第 708A(11)(b)(i)条的规定，向 ASIC 及 ASX 提交一份披露文件；以及
    - (B) an Appendix 2A in accordance with all applicable laws in respect of the Highfield Shares issued as Scrip Consideration.  
根据所有适用法律，就作为对价股份发行的高地资源股份编制的附录 2A。
- (c) YK agrees:  
兖矿同意：
- (i) to become a member of Highfield;  
成为高地资源的股东；
  - (ii) to have its name and address entered into Highfield's share register; and  
将其名称和地址列入高地资源的股份登记册；以及
  - (iii) to be bound by the constitution of Highfield.

受高地资源章程的约束。

#### **4.6 Title and risk 所有权和风险**

Title to and risk in the Sale Shares passes to Highfield on Completion.  
待售股份的所有权和风险在交割时转移给高地资源。

#### **4.7 Appointment of a YK Nominee 指定兗矿被指定人**

- (a) YK may appoint a YK Nominee to receive the Scrip Consideration, on behalf of YK, under this agreement in accordance with this clause 4.7, in which case Highfield must, subject to the YK Nominee delivering to it an application form for such Scrip Consideration in a form acceptable to Highfield (acting reasonably), issue the Scrip Consideration to the YK Nominee instead of YK.

根据本第 4.7 条，兗矿可指定一名兗矿被指定人代表兗矿接收本协议项下的对价股份。在这种情况下，在兗矿被指定人以高地资源（合理行事）可接受的形式向高地资源交付该对价股份的申请表的前提下，高地资源必须向兗矿被指定人而不是兗矿发行对价股份。

- (b) YK must provide a written notice to Highfield of its intention to appoint a YK Nominee within 15 Business Days prior to the date of dispatch of the Notice of Meeting as set out in the Timetable, including the name and registered address of the YK Nominee.

兗矿必须在时间表中规定的寄送会议通知之日前 15 个工作日内向高地资源发出书面通知，说明其指定兗矿被指定人的意向，包括兗矿被指定人的名称和注册地址。

- (c) Notwithstanding the appointment of any YK Nominee under this clause 4.7, on and after such appointment, all references in this agreement to 'YK' will continue to be read and construed as 'YK', except only for those provisions relating to the issue of the Scrip Consideration.

即使根据本第 4.7 条指定了任何兗矿被指定人，在该指定之时和之后，本协议中所有提及“兗矿”之处将继续被解读为“兗矿”，但与发行对价股份相关的条款除外。

#### **4.8 Appointment of a Highfield Nominee 指定高地资源被指定人**

- (a) Highfield may appoint a Highfield Nominee to receive the Sale Shares, on behalf of Highfield, under this agreement in accordance with this clause 4.8 (provided that YK provides to Highfield its written consent to such appointment within 15 Business Days of sending of the notice under clause 4.8(b)), in which case YK must procure that the Sale Shares are transferred to the Highfield Nominee instead of Highfield.

根据本第 4.8 条，高地资源可指定一名高地资源被指定人代表高地资源接收本协议项下的待售股份（前提是兗矿在第 4.8(b)条项下的通知发送后 15 个工作日内向高地资源提供其对该等指定的书面同意）。在这种情况下，兗矿必须确保待售股份转让给高地资源被指定人而不是高地资源。

- (b) Highfield must provide a written notice to YK of its intention to appoint a Highfield Nominee within 25 Business Days prior to the date of dispatch of the Notice of Meeting as set out in the Timetable, including the name and registered address of the Highfield Nominee.

高地资源必须在时间表中规定的寄送会议通知之日前 25 个工作日内向兗矿发出书面通知，说明其指定高地资源被指定人的意向，包括高地资源被指定人的名称和注册地址。

- (c) Notwithstanding the appointment of any Highfield Nominee under this clause 4.8, on and after such appointment, all references in this agreement to 'Highfield' will continue to be read and construed as 'Highfield', except only for those provisions relating to the transfer of the Sale Shares.

即使根据本第 4.8 条指定了任何高地资源被指定人，在该指定之时和之后，本协议中所有提及“高地资源”之处将继续被解读为“高地资源”，但与转让待售股份相关的条款除外。

#### 4.9 Nomination of Yancoal Target 指定兖煤目标公司

- (a) YK may nominate the Yancoal Target by delivering to Highfield before the later of (i) three months of the date of this agreement; and (ii) 15 Business Days prior to the date of dispatch of the Notice of Meeting as set out in the Timetable:

兖矿可以在下述更晚之日之前 (i) 本协议签署之日后三个月之日；以及(ii) 时间表中所示的、寄送会议通知之日前的 15 个工作日，通过向高地资源交付以下任何一项指定兖煤目标公司：

- (i) if the nominated Yancoal Target is not Yancoal Canada:  
如果指定的兖煤目标公司不是兖煤加拿大：

- (A) reasonable evidence that the person is a Related Body Corporate of YK, and that the YK Seller owns all of the issued capital in Yancoal Target, and is the direct or indirect holder in aggregate all of the issued share capital in Yancoal Canada;

证明该人是兖矿的相关法人团体、兖矿卖方拥有兖煤目标公司全部已发行股本并且是兖煤加拿大全部已发行股本的直接或间接持有人的合理证据；

- (B) details of any transactions which need to be effected in order to ensure that the person who is the YK Seller holds all the shares in the Yancoal Target, and is the direct or indirect holder in aggregate all of the issued share capital in Yancoal Canada, and confirmation whether any regulatory approvals are required under applicable law in connection with these transactions and the expected timeline to obtain such approvals. If the expected timeline to obtain such regulatory approvals is likely to extend beyond the Sunset Date, the parties should negotiate in good faith regarding any alternative nomination that would not impede Completion by the Sunset Date;

为确保作为兖矿卖方的人持有兖煤目标公司所有股份并且是兖煤加拿大全部已发行股本的直接或间接持有人而需要实施的任何交易的详情，以及关于这些交易根据适用法律是否需要取得任何监管批准的确认及取得这些批准的预期时间线。如果取得这些监管批准的预期时间线可能要到日落日之后，双方应本着诚信就指定其他人作为兖煤目标公司（从而不会妨碍交割在日落日前完成）进行磋商；

- (C) a tax opinion (in a form acceptable to Highfield, acting reasonably) from a qualified and reputable tax adviser confirming that (A) Highfield will not be required to withhold or remit a greater portion of the Purchase Price to any Tax Authority or incur higher Taxes or Duties than would be the case absent such nomination or such transactions, (B) the Yancoal Target Group will not incur higher Taxes or Duties than would be the case absent such nomination or such transactions and (C) such nomination or such transactions do not reduce the extent to which a Highfield Group Member can utilise a Tax Benefit or otherwise adversely affect the Tax Benefit to a greater extent. For the avoidance of doubt, subject to YK complying with its obligations under clause 15.4, any Withholding Obligation to which clause 15.4 applies should be disregarded for the purpose of the requested tax opinion. For the purposes of determining the impact of such nomination or transactions, it should be compared against the impact if the Yancoal Target was Yancoal Canada;

由具备资质且信誉良好的税务顾问出具的税务意见（采用高地资源在合理行事的条件下可接受的格式），确认(A) 与没有进行该等指定或该等交易的情况相比，高地资源不会被要求预扣或向任何税务机关汇缴更多的购买价格或承担更高的税款或印花税，(B) 与没有进行该等指定或该等交易的情况相比，兖煤目标集团不会承担更高的税款或印花税，及(C)该等指定或交易不会减少高地资源集团成员利用税务利益的程度，也不会对税务利益产生更大的不利影响。为避免疑义，在兖矿遵守其在第 15.4 条项下的义务的前提下，就所要求的税务意见而言，适用第 15.4 条的任何扣缴义务应予以忽略。在确定该

等指定或交易的影响时，应与假如兖煤目标公司是兖煤加拿大的情况下的影响进行对比；

- (ii) a binding deed poll in favour of Highfield and in a form acceptable to Highfield (acting reasonably) signed by YK and the YK Seller under which YK and the YK Seller acknowledge and agree that:

一份经兖矿和兖矿卖方签署的、以高地资源为受益人的、格式令高地资源（合理行事）接受的、具约束力的单务契约，根据该契约，兖矿和兖矿卖方确认并同意：

- (A) all applicable references to YK in this agreement must be read and construed as "YK or the YK Seller";

本协议中所有相关的提及兖矿之处，必须解读并理解为"兖矿或兖矿卖方"；

- (B) YK and the YK Seller are jointly and severally liable for the obligations of YK under this agreement; and

兖矿和兖矿卖方对兖矿在本协议项下的义务承担连带责任；及

- (C) the nomination of the YK Seller does not limit YK's obligations under this agreement in any way.

指定兖矿卖方并不以任何方式限制兖矿在本协议项下的义务。

- (b) If YK nominates a YK Seller under clause 4.9(a), all applicable references in this agreement to YK must be read and construed as "YK or the YK Seller".

如果兖矿根据第 4.9(a)条指定兖矿卖方，本协议中所有相关的提及兖矿之处，必须解读并理解为"兖矿或兖矿卖方"。

## 5. Period before Completion (Yancoal Target Group) 交割前期间（兖煤目标集团）

### 5.1 Carrying on of business 开展业务

Subject to clause 5.2, the matters being the subject of the Condition in Item 5 of Part 3 of Schedule 3 are:

受限于第 5.2 条，附表 3 第 3 部分第 5 项中的条件所涉事项是：

- (a) distributes or returns any capital to its members;  
向其成员分配或返还任何资本；

- (b) buys back any of its shares;  
回购其任何股份；

- (c) declares, makes or pays any dividends or any other distributions;  
宣布、作出或支付任何股息或任何其他分配；

- (d) issues any shares, options or securities that are convertible into shares in that Yancoal Target Group Member;  
发行可转换为该兖煤目标集团成员股份的任何股份、期权或证券；

- (e) enters into any contract or commitment requiring it to pay more than \$1,000,000 per annum for more than 3 years other than in the ordinary course of business;  
签订任何合同或承诺，要求其在 3 年以上的时间里每年支付超过 1,000,000 澳元，但在正常业务过程中签订的合同或承诺除外；

- (f) acquires or disposes of any assets, whose aggregate value exceeds \$3,000,000, other than in the ordinary course of business;

- 收购或处置任何总价值超过 3,000,000 澳元的资产，但在正常业务过程进行中的收购或处置除外；
- (g) engages any new permanent employee with a total annual remuneration in excess of \$300,000 except in accordance with current personnel practices or in the ordinary course of business;  
聘用任何年薪总额超过 300,000 澳元的新长期员工，除非是根据现行人事惯例或在正常业务过程中聘用；
- (h) terminates or encourages the resignation of any Yancoal Target Employee, except in accordance with current personnel practices or for good cause;  
终止对任何兖煤目标集团员工的雇用或鼓励其辞职，除非符合现行人事惯例或有正当理由；
- (i) increases the remuneration of or pays any bonus, termination or retention payments to (other than in the ordinary course of business):  
增加以下人员的薪酬或向其支付任何奖金、解雇补偿或留任奖励（在正常业务过程中作出的除外）：  
(i) any Yancoal Target Employee or Yancoal Target Employees (excluding Key Yancoal Target Employees) in excess of \$30,000 in aggregate; and/or  
任何兖煤目标集团员工（不包括兖煤目标集团关键员工），且金额合计超过 30,000 澳元；及/或  
(ii) any Key Yancoal Target Employee in excess of \$50,000;  
任何兖煤目标集团关键员工，且金额超过 50,000 澳元；
- (j) defers any capital expenditure or undertakes any capital expenditure that is in excess of \$3,000,000;  
推迟任何超过 3,000,000 澳元的资本支出或承担任何超过 3,000,000 澳元的资本支出；
- (k) incurs any Indebtedness;  
产生任何债务；
- (l) materially varies, terminates or fails to renew any of its material contracts or authorisations, except in the ordinary course of business;  
实质性变更、终止或未能续签任何重要合同或授权，在正常业务过程中进行的除外；
- (m) alters its constitution;  
修改其章程；
- (n) guarantees, indemnifies or provides security for the obligations of any person or requests or obtains any bank guarantee, letter of credit or other credit support from a financial institution; or  
为任何人的义务提供担保、赔偿或提供抵押品，或申请或获得金融机构的任何银行担保、信用证或其他信贷支持；或
- (o) grants any credit or loans, other than under existing facilities, credit given in the ordinary course of its business or advances made to Yancoal Target Employees against expenses incurred by them on behalf of a Yancoal Target Group Member.  
授予任何信贷或贷款，但现有贷款、在其正常业务过程中给予的信贷或向兖煤目标集团员工提供的用于支付其代表兖煤目标集团成员发生的费用的预付款除外。

## 5.2 Matters consistent with satisfaction of the Condition in Item 5 of Part 3 of Schedule 3 与附表 3 第 3 部分第 5 项中的条件获满足一致的事项

The Condition in Item 5 of Part 3 of Schedule 3 will not be incapable of satisfaction where YK or any Yancoal Target Group Member does any action:

当兖矿或任何兖煤目标集团成员采取以下任何行动时，附表 3 第 3 部分第 5 项中的条件不会出现无法满足的情况：

- (a) that is contemplated in this agreement or any Transaction Agreement, including the YK Internal Restructure referred to in clause 4.9 and in Item 7 of clause 2.1(a) of Schedule 4; 本协议或任何交易协议所设想的行动，包括第 4.9 条和附表 4 第 2.1(a)条第 7 项中所述的兖矿内部重组；
- (b) that constitutes Permitted Leakage; 构成允许漏损的行动；
- (c) to reasonably and prudently respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or material damage to property); 旨在合理、谨慎地应对紧急情况或灾难（包括造成人身伤害或重大财产损失风险的情况）的行动；
- (d) that is necessary for a Yancoal Target Group Member to meet its legal or contractual obligations in ordinary course of business consistent with past practice, provided that (i) the contracts pursuant to which such contractual obligations arise were in existence or under contemplation prior to the Execution Date and (ii) provided that they were included in the Disclosure Materials; 为使兖煤目标集团成员能够按以往惯例在正常业务过程中履行其法律或合同义务所必需的行动，前提是(i)产生该等合同义务所依据的合同在签署日期之前已经存在或正在考虑之中，且(ii)该等合同已纳入披露材料中；
- (e) to repay loans from YK or its subsidiary to Yancoal Target; or 旨在偿还兖矿或其子公司向兖煤目标公司提供的贷款的行动；或
- (f) with the prior written approval of Highfield. 经高地资源事先书面批准的行动。

### 5.3 Subsidiary Guarantees 子公司担保

- (a) Before Completion YK and Highfield must take all reasonable steps to ensure that, effective from Completion, each entity in the Yancoal Target Group is released from any actual, contingent or accrued liabilities under any Subsidiary Guarantee given by it. For the purposes of this clause 5.3, 'reasonable steps' includes YK or (at the request of the relevant Third Party) another YK Group Member providing the relevant Third Party with a replacement guarantee or security on terms the same or substantially the same as the terms of the existing Subsidiary Guarantee.  
在交割之前，兖矿和高地资源必须采取一切合理的步骤，以确保自交割起兖煤目标集团内每一实体均被免除其作出的任何子公司担保项下的任何实际、或有或应计责任。就本第 5.3 条而言，“合理步骤”包括兖矿或（经相关第三方要求）另一兖矿集团成员基于与现有子公司担保的条款相同或大致相同的条款向该第三方提供替代保函或担保。
- (b) If a Yancoal Target Group Member has not been released from a Subsidiary Guarantee in accordance with clause 5.3(a) by Completion, YK must pay Highfield an amount equal to any Loss that the Yancoal Target Group Member pays, suffers, incurs or is liable for under or in relation to that Subsidiary Guarantee after Completion.  
如果任何兖煤目标集团成员截至交割时未按照第 5.3(a)条被免除子公司担保项下的责任，兖矿必须向高地资源支付一笔与以下相当的金额：该兖煤目标集团成员于交割后在该子公司担保项下或与之相关支付的、蒙受的或发生的或须承担责任的任何损失。

### 5.4 YK Internal Restructure 兖矿内部重组

For the avoidance of doubt, notwithstanding any other provision of this agreement, between the Execution Date and the earlier of Completion and the termination of this agreement, the YK Group and the Yancoal Target Group are permitted to undertake any YK Internal Restructure which is referred to in clause 4.9 and in Item 7 of clause 2.1(a) of Schedule 4.

为避免疑义，尽管本协议中有任何其他规定，从签署日期起至交割之日或本协议终止之日（以较早者为准）期间，兖矿集团和兖煤目标集团可以开展第 4.9 条和附表 4 第 2.1(a)条第 7 项中所述的任何兖矿内部重组。

## 5.5 Yancoal Target Shareholder Loan 兖煤目标公司股东贷款

(a) For the avoidance of doubt and notwithstanding any other provision of this agreement, between the Execution Date and the earlier of Completion and the termination of this agreement, the Yancoal Target Shareholder Loan may be capitalised, or transferred to Highfield at Completion.

为避免疑义，并且尽管本协议中有任何其他规定，从签署日期起至交割之日或本协议终止之日（以较早者为准）期间，可以将兖煤目标公司股东贷款资本化，也可以在交割时将其转让给高地资源。

(b) Notwithstanding the above clause 5.5(a), any transfer of the Yancoal Target Shareholder Loan is subject to the parties agreeing any necessary amendments to this agreement to facilitate such transfer and amendments which the parties shall negotiate in good faith, provided that such amendments do not affect the commercial outcomes of the Transaction. 尽管有以上第 5.5(a)条的规定，转让兖煤目标公司股东贷款的前提是双方约定对本协议的任何必要修改，以促进该等转让和修改（双方应本着诚信原则就此进行协商），前提是该等修改不影响交易的商业结果。

## 6. Period before Completion (Highfield) 交割前期间（高地资源）

### 6.1 Carrying on of business 开展业务

The matters being the subject of the Condition in Item 5 in Part 2 of Schedule 3 are:  
附表 3 第 2 部分第 5 项中的条件所涉事项是：

- (a) distributes or returns any capital to its members;  
向其成员分配或返还任何资本；
- (b) buys back any of its shares;  
回购其任何股份；
- (c) declares, makes or pays any dividends or any other distributions;  
宣布、作出或支付任何股息或任何其他分配；
- (d) issues any shares, options or securities that are convertible into shares in that Highfield Group Member;  
发行可转换为该高地资源集团成员股份的任何股份、期权或证券；
- (e) enters into any contract or commitment requiring it to pay more than \$1,000,000 per annum for more than 3 years other than in the ordinary course of business;  
签订任何合同或承诺，要求其在 3 年以上的时间里每年支付超过 1,000,000 澳元，但在正常业务过程中签订的合同或承诺除外；
- (f) acquires or disposes of any assets, whose aggregate value exceeds \$3,000,000, other than in the ordinary course of business;

收购或处置任何总价值超过 3,000,000 澳元的资产，但在正常业务过程中进行的收购或处置除外；

- (g) engages any new permanent employee with a total annual remuneration in excess of \$300,000 except in accordance with current personnel practices or in the ordinary course of business;  
聘用任何年薪总额超过 300,000 澳元的新长期员工，除非是根据现行人事惯例或在正常业务过程中聘用；
- (h) terminates or encourages the resignation of any Highfield Employee, except in accordance with current personnel practices or for good cause;  
终止对任何高地资源员工的雇用或鼓励其辞职，除非符合现行人事惯例或有正当理由；
- (i) increases the remuneration of or pays any bonus, termination or retention payments to (other than in the ordinary course of business):  
增加以下人员的薪酬或向其支付任何奖金、解雇补偿或留任奖励（在正常业务过程中作出的除外）：
  - (i) any Highfield Employee (excluding Key Highfield Employees) in excess of \$30,000 in aggregate; and/or  
任何高地资源员工（不包括高地资源关键员工），且金额合计超过 30,000 澳元；及/或
  - (ii) any Key Highfield Employee in excess of \$50,000;  
任何高地资源关键员工，且金额超过 50,000 澳元；
- (j) defers any capital expenditure or undertakes any capital expenditure that is in excess of \$3,000,000;  
推迟任何超过 3,000,000 澳元的资本支出或承担任何超过 3,000,000 澳元的资本支出；
- (k) incurs any Indebtedness (other than commitment fees under the Senior Loan Facility that is not overdue);  
产生任何债务（未逾期的优先贷款下的承诺费除外）；
- (l) materially varies, terminates or fails to renew any of its material contracts or authorisations, except in the ordinary course of business;  
实质性变更、终止或未能续签其任何重要合同或授权，在正常业务过程中进行的除外；
- (m) alters its constitution;  
修改其章程；
- (n) guarantees, indemnifies or provides security for the obligations of any person or requests or obtains any bank guarantee, letter of credit or other credit support from a financial institution;  
为任何人的义务提供保证、赔偿或担保，或要求或取得金融机构提供的任何银行担保、信用证或其他信贷支持；
- (o) grants any credit or loans, other than under existing facilities, credit given in the ordinary course of its business or advances made to Highfield Employees against expenses incurred by them on behalf of a Highfield Group Member; or  
授予任何信贷或贷款，但根据现有贷款授予的、在正常业务过程中提供的信贷或针对高地资源员工代表高地资源集团成员产生的费用向其预支的费用除外；或
- (p) undertakes any equity or debt financing other than as permitted under this agreement, the Short-Term Funding, the Investors Subscription Agreements or any Transaction Agreement.  
进行除本协议、前序融资、投资者认购协议或任何交易协议允许之外的任何其他股权或债务融资。

## 6.2 Matters consistent with satisfaction of Condition in Item 5 in Part 2 of Schedule 3 与附表 3 第 2 部分第 5 项中的条件获满足一致的事项

The Condition in Item 5 in Part 2 of Schedule 3 will not be incapable of satisfaction where any Highfield Group Member does any action:

当任何高地资源集团成员采取以下任何行动时，附表 3 第 2 部分第 5 项中的条件不会出现无法满足的情况：

- (a) that is contemplated in this agreement, the Short-Term Funding, the YK Subscription Agreement or any Transaction Agreement;  
本协议、前序融资、充矿认购协议或任何交易协议所设想的行动；
- (b) that comprises Highfield and one or more institutional investors entering into equity subscription agreements following the Execution Date, provided that:  
构成高地资源与一家或多家机构投资者在签署日期后订立股权认购协议的行动，前提是：
  - (i) such equity subscription agreements are on substantially similar terms to the Investors Subscription Agreements entered into with the Investors on or after the Execution Date; and  
该股权认购协议的条款与在签署日期或之后与投资者订立的投资者认购协议的条款实质相似；及
  - (ii) any amount to be raised from any investor (other than YK) which would result in the total amount raised from all investors (other than YK) exceeding US\$130 million shall be subject to YK's prior written consent and prior written waiver of the Condition in Item 5 in Part 2 of Schedule 3 in respect of this;  
向任何投资者（充矿除外）拟筹集的将会导致向所有投资者（充矿除外）筹集的总额超过 1.3 亿美元的任何金额，均须充矿事先书面同意，以及事先书面豁免附表 3 第 2 部分第 5 项中与此相关的条件；
- (c) that constitutes Permitted Leakage;  
构成允许漏损的行动；
- (d) to reasonably and prudently respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or material damage to property);  
旨在合理、谨慎地应对紧急情况或灾难（包括造成人身伤害或财产严重损害风险的情况）的行动；
- (e) that is necessary for a Highfield Group Member to meet its legal obligations, or contractual obligations under the Highfield Material Contracts in ordinary course of business consistent with past practice, provided that (i) the contracts pursuant to which such contractual obligations arise were in existence or under contemplation prior to the Execution Date and (ii) they have been disclosed in the Highfield Disclosure Materials; or  
为使高地资源集团成员能够按以往惯例在正常业务过程中履行其在高地资源重大合同项下的法律义务或合同义务所必需的行动，前提是(i)产生该等合同义务所依据的合同在签署日期之前已经存在或正在考虑之中，且(ii)其已经在高地资源披露材料中进行披露；或
- (f) with the express prior written approval of YK.  
经充矿事先明确书面批准的行动。

To the extent practicable and subject to its legal obligations, Highfield must provide YK with prior written notice if it proposes to undertake any of the actions set out in this clause 6.2.

在切实可行的范围内，并在不违反法律义务的情况下，高地资源如拟采取本第 6.2 条规定的任何行动，必须事先书面通知充矿。

## 7. Integration 整合

## 7.1 Access to information 获取信息

While the parties acknowledge and agree that implementation of the Transaction will not occur until Completion, between (and including) the Execution Date and the Completion Date, each party must, afford to the other (and a reasonable number of persons authorised by each party), reasonable access to information (subject to any existing confidentiality obligations owed to third parties), premises or such senior executives of Highfield or the Yancoal Target Group respectively, as is reasonably requested by the other party at mutually convenient times for the purpose of:

尽管双方承认并同意交易的实施要到交割时才会发生，但在签署日期（含）至交割日期（含）期间，每一方必须为以下目的各自向另一方（以及每一方授权的合理数量的人员）提供另一方合理要求的、在一致商定的方便时间查阅、出入或接触高地资源或兖煤目标集团的信息（受对第三方承担的任何现有保密义务的限制）、场所或高管的合理权限：

- (a) preparing to implement the Transaction or to comply with applicable laws or the rules of a securities exchange on which its securities (or the securities of a Related Body Corporate) are listed;  
准备实施交易，或遵守适用法律或其证券（或相关法人团体的证券）上市所在的证券交易所规则；
- (b) each of Highfield and Yancoal Target obtaining an understanding of the operations of the other's business, financial position, prospects and affairs in order to allow and facilitate the development and the implementation of the plans of merging the respective businesses following Completion of the Transaction;  
高地资源和兖煤目标公司各自了解对方的业务运营、财务状况、前景和事务，从而能够并便于在交易交割后制定和实施合并各自业务的计划；
- (c) seeking to determine how to best integrate the respective businesses; and  
设法确定如何以最佳方式整合各自的业务；以及
- (d) any other purpose agreed between the parties,  
双方商定的任何其他目的，

provided that:  
前提是：

- (e) nothing in this clause will require either party to provide information concerning the other party's directors and management's consideration of the Transaction;  
本条不要求任何一方提供涉及另一方董事和管理层审议交易的信息；
- (f) providing information pursuant to this clause does not result in unreasonable disruptions to the either Highfield or the Yancoal Target Group's respective businesses; and  
根据本条提供信息不会对高地资源或兖煤目标集团各自的业务造成不合理的干扰；以及
- (g) either party may provide to the other, its records at a place other than its business premises.  
任何一方均可在其营业场所以外的地方向另一方提供其记录。

## 8. Completion 交割

### 8.1 Time and Place 时间与地点

Subject to clause 19, Completion will take place electronically, or if physical exchange is necessary, at the offices of MinterEllison, Level 40, Governor Macquarie Tower, 1 Farrer Place, Sydney, NSW

2000 at 10.00am on the Completion Date, or at such other time and place agreed by Highfield and YK in writing.

受限于第 19 条，交割将于交割日期上午 10 时，以电子方式或者（如有必要进行实物交换）在 MinterEllison 的办公场所（地址：Level 40, Governor Macquarie Tower, 1 Farrer Place, Sydney, NSW 2000）进行，或在高地资源和兖矿书面约定的其他时间和地点进行。

## 8.2 Completion 交割

- (a) On or before Completion, each party must carry out the Completion Steps referable to it in accordance with Schedule 4.  
在交割之时或之前，每一方均必须执行附表 4 所述的相关交割步骤。
- (b) Completion is taken to only have occurred when each party has performed all its obligations under this clause 8 and Schedule 4.  
当每一方均履行了本第 8 条及附表 4 规定的所有义务时，才视为交割完成。

## 8.3 Notice to complete 交割通知

- (a) If a party (**Defaulting Party**) fails to satisfy its obligations under clause 8.2 and Schedule 4 on the day and at the place and time for Completion determined under clause 8.1 then the other party (**Notifying Party**) may give the Defaulting Party a notice requiring the Defaulting Party to satisfy those obligations within a period of 10 Business Days from the date of the notice and declaring time to be of the essence.  
如果一方（**违约方**）未能在根据第 8.1 条确定的交割日期、地点和时间履行第 8.2 条和附表 4 规定的义务，则另一方（**通知方**）可向违约方发出通知，要求违约方在通知之日起 10 个工作日内履行这些义务，并在通知中宣布时间至关重要。
- (b) If the Defaulting Party fails to satisfy those obligations within those 10 Business Days the Notifying Party may, without limitation to any other rights it may have, terminate this agreement by giving written notice to the Defaulting Party.  
如果违约方未能在这 10 个工作日内履行这些义务，通知方可通过向违约方发出书面通知的方式终止本协议，但不限制其可能拥有的任何其他权利。

## 8.4 Completion simultaneous 同时交割

- (a) Subject to clause 8.4(b), the actions to take place as contemplated by this clause 8 and Schedule 4 are interdependent and must take place, as nearly as possible, simultaneously. If one action does not take place, then without prejudice to any rights available to any party as a consequence:  
受限于第 8.4(b)条，本第 8 条和附表 4 所设想的行动相互依存，必须尽可能同时进行。如果其中一项行动没有采取，则在不损害任何一方因此而享有的任何权利的情况下：
  - (i) there is no obligation on any party to undertake or perform any of the other actions;  
任何一方均无义务采取或执行任何其他行动；
  - (ii) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and  
如果已经采取了这些行动，双方必须尽一切合理的努力扭转这些行动；以及
  - (iii) YK and Highfield must each return to the other all documents delivered to it under clause 8.2(a) and Schedule 4 and must each repay to the other all payments received by it under clause 8.2(a) and Schedule 4, without prejudice to any other rights any party may have in respect of that failure.

兖矿和高地资源必须各自将已根据第 8.2(a)条和附表 4 交付给其的所有文件归还对方，并须各自向对方偿还其已根据第 8.2(a)条和附表 4 收到的所有款项，而不影响任何一方可能拥有的与该违约行为有关的任何其他权利。

- (b) Highfield may, in its sole discretion, waive any or all of the actions that YK is required to perform under clause 2.1 of Schedule 4 and YK may, in its sole discretion, waive any or all of the actions that Highfield is required to perform under clause 2.2 of Schedule 4.  
高地资源可自行决定豁免兖矿根据附表 4 第 2.1 条必须采取的任何或所有行动。兖矿可自行决定豁免高地资源根据附表 4 第 2.2 条必须采取的任何或所有行动。

## 9. Highfield Board and management / executive appointments 高地资源董事会和管理层/高管任命

### 9.1 Highfield Board appointments 高地资源董事会的任命

Highfield must take all actions necessary to cause the reconstitution of the Highfield Board effective on and from Completion, including:

高地资源必须采取一切必要行动，于交割时并自交割起重组高地资源董事会，包括：

- (a) the appointment of YK's nominees (such persons having been nominated no less than 15 Business Days prior to the date of dispatch of the Notice of Meeting as set out in the Timetable, under clause 1.3 of Schedule 4);  
任命兖矿的提名人（该等人士已于时间表中所载的会议通知发送日期前至少 15 个工作日根据附件 4 第 1.3 条获提名）；
- (b) the appointment of the nominees of Other Investors pursuant to their Investors Subscription Agreements; and  
根据投资者认购协议任命其他投资者的提名人；以及
- (c) the appointment (or maintenance) of a nominee of the EMR Relationship Entities under the Relationship Deed,  
根据关系契约任命（或维持）EMR 关系实体的一名提名人，

to the Highfield Board, such that immediately following Completion, YK's nominees comprise a majority of the Highfield Board.

加入高地资源董事会，以使得紧随交割之后，兖矿的提名人构成高地资源董事会的多数。

### 9.2 Highfield management / executive appointments 高地资源管理层/高管任命

The parties agree that, following the Completion Date:

双方同意，在交割日期后：

- (a) the new Highfield Board will determine and appoint management and executive team of Highfield; and  
由新的高地资源董事会决定并任命高地资源管理层和高管团队；及
- (b) the parties will procure that the Highfield Board adopts a related party protocol.  
双方将促使高地资源董事会采纳一关联方行为准则。

## 10. Locked Box 锁箱

Each Locked Party gives the covenants and undertakings in Schedule 5 to the Other Party.

每一被锁方向另一方作出附表 5 中的契诺和承诺。

## 11. Warranties and indemnities

### 保证和赔偿

#### 11.1 Warranties by YK

##### 充矿保证

Subject to the qualifications and limitations in clause 12, YK gives the Warranties in favour of Highfield:

受限于第 12 条的限定和限制，就充矿以高地资源为受益人作出的保证：

- (a) in respect of each Warranty that is expressed to be given on a particular date, on that date; and  
(对于明示在某一特定日期作出的每项保证) 该等保证在该日期作出；以及
- (b) in respect of each other Warranty, on the Execution Date and immediately before Completion.  
(对于每项其他保证) 该等保证在签署日期和紧接交割之前作出。

#### 11.2 Independent Warranties

##### 独立保证

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

每项保证均应独立于其他保证进行解释，且不因提及任何其他保证而受到限制。

#### 11.3 Reliance

##### 依赖

YK acknowledges that Highfield has entered into this agreement and will complete this agreement in reliance on the Warranties.

充矿承认，高地资源系依赖于保证而签订本协议，并将依赖于保证执行本协议。

#### 11.4 Refunds by Highfield

##### 高地资源退款

If Highfield, a Highfield Group Member or a Yancoal Target Group Member receives a payment from YK in respect of a breach of a Warranty, and then Highfield or a Highfield Group Member or a Yancoal Target Group Member subsequently receives a payment either in cash or by credit which relates to that breach of Warranty, with the effect that Highfield (or the Highfield Group Member or the Yancoal Target Group, as applicable) has received a windfall or double compensation of value in respect of the relevant act or omission, then Highfield must (or must procure that the relevant Highfield Group Member or entity in the Yancoal Target Group) immediately pay to YK:

如果高地资源、任何高地资源集团成员或任何充矿目标集团成员从充矿收到一笔与违反保证有关的付款，而高地资源、该高地资源集团成员或该充矿目标集团成员随后又收到一笔与该等违反保证有关的现金或贷记形式的付款，以致高地资源（或该高地资源集团成员或充矿目标集团，视情况而定）就有关行为或不作为获得意外或双重价值赔偿，则高地资源必须（或必须促使相关高地资源集团成员或充矿目标集团内的实体）立即向充矿支付：

- (a) an amount equal to so much of the payment received (less Tax and costs incurred in recovering such payment); and  
与收到的该等款项（减去税款以及因收回该等款项发生的费用）相等的金额；以及
- (b) an amount equal to any interest paid or credited to the entity in the Yancoal Target Group (less Tax and applicable Tax Costs) which is referable to the amount referred to in this clause 11.4.

与已支付给或已贷记给兖煤目标集团实体的、与本第 11.4 条所述款额有关的任何利息（减去税款和相关税务成本）相当的金額。

## 11.5 Indemnity for breach of Warranty 违反保证的赔偿

Subject to the limitations and qualifications in clause 12, YK indemnifies Highfield for all Loss (including, in the case of Losses arising in connection with Tax Claims, for all Tax Costs incurred by or on behalf of a Yancoal Target Group Member to the extent that those Tax Costs arise from or relate to any matter for which YK is liable under a Tax Warranty) suffered or incurred by Highfield, any Highfield Group Member or any Yancoal Target Group Member as a result of a breach of a Warranty, and upon Completion, this indemnity or a Claim for breach of Warranty, will be the exclusive remedies of Highfield in respect of any such breach.

受限于第 12 条的限制和限定，兖矿应就高地资源、任何高地资源集团成员或任何兖煤目标集团成员因违反保证而遭受或发生的所有损失（包括（对于因税务索赔产生的损失而言）兖煤目标集团成员或代表兖煤目标集团成员发生的、由兖矿根据税务保证承担责任的任何事项引起或与之相关的税务成本）对高地资源进行赔偿，且在交割后，针对该等违反保证的赔偿或索赔，将是高地资源对任何此类违反行为享有的唯一救济。

## 12. Qualifications and limitations on Claims 对索赔的限定和限制

### 12.1 Disclosure 披露

- (a) Highfield acknowledges and agrees that YK has disclosed or is deemed to have disclosed against the Warranties (other than the Tax Warranties and Title & Capacity Warranties), and Highfield is aware of, will be treated as having actual knowledge of, all facts, matters and circumstances, to the extent that such facts, matters and circumstances:
- 高地资源承认并同意，兖矿已经针对保证（税务保证及所有权和行为能力保证除外）披露了或被视为披露了所有相关事实、事项和情况，而高地资源知悉、将被视为实际知悉该等事实、事项和情况，只要这些事实、事项和情况：
- (i) are provided for or described in this agreement or a Transaction Agreement;  
是在本协议或交易协议中规定或描述的；
  - (ii) are fairly disclosed in the Disclosure Materials;  
是在披露材料中得到适度披露的；
  - (iii) are disclosed in any publicly available records described in the Disclosure Letters;  
or  
是在披露函中所述的任何公开记录中披露的；或
  - (iv) are within the actual knowledge of any Highfield Specified Executive.  
是任何高地资源指定高管实际所知的。
- (b) The Warranties (other than the Tax Warranties and the Title & Capacity Warranties) are given subject to the disclosures or deemed disclosures described in clause 12.1(a). A Warranty will not be regarded as being untrue by reason of facts, matters or circumstances that have been disclosed or are deemed to have been disclosed under clause 12.1(a), and YK will have no liability under the Warranties (other than the Tax Warranties and the Title & Capacity Warranties) to the extent that disclosure is made or is deemed to have been made against the Warranties under this clause 12.1.
- 保证（不包括税务保证及所有权和行为能力保证）的提供受第 12.1(a)条所述的披露或视同披露的规限。保证不会因根据第 12.1(a)条已披露或视为已披露的事实、事项或情况而被视

为不真实。如果根据本第 12.1 条针对保证进行了披露或被视为进行了披露，兖矿将不承担保证项下的责任（税务保证及所有权和行为能力保证除外）。

- (c) Highfield must not make a Claim for breach of Warranty (but for the avoidance of doubt, may make a Tax Claim or a Claim for a breach of a the Title & Capacity Warranty), and YK will not be in breach of a Warranty, if the facts, matters or circumstances giving rise to such Claim are disclosed or are deemed to have been disclosed under clause 12.1(a).  
如果引起索赔的事实、事项或情况根据第 12.1(a)条已披露或被视为已披露，则高地资源不得就违反保证提出索赔（但为避免疑义，可提出税务索赔或关于违反所有权和行为能力保证的索赔），兖矿也不会被视为违反保证。

## 12.2 Awareness 知悉

Where a Warranty is given 'to the best of YK's knowledge', or 'so far as YK is aware' or with a similar qualification as to YK's awareness or knowledge, YK's awareness is limited to and deemed only to include those facts, matters or circumstances only of which a YK Specified Executive is actually aware as at the Execution Date.

如果作出的保证有"据兖矿所知"这样的限定，或有对兖矿所知的类似限定，则兖矿的所知仅限于（并被视为仅包括）兖矿指定高管在签署日期实际知悉的事实、事项或情况。

## 12.3 No reliance 不依赖

- (a) Highfield represents and warrants to each YK Group Member, that:  
高地资源向每一兖矿集团成员陈述并保证：

- (i) except as expressly set out in this agreement or in the Warranties, at no time has:  
除本协议或保证中有明确规定外，在任何时候：

(A) any YK Group Member or any person on its behalf, made or given; or  
任何兖矿集团成员或代表其行事的任何人均未作出；或

(B) any Highfield Group Member relied on,  
任何高地资源集团成员均未依赖，

any representation, warranty, promise or undertaking in respect of the Yancoal Target Group, the Yancoal Target Business, the present or future financial performance of prospects of the Yancoal Target Group or otherwise;

关于兖煤目标集团、兖煤目标集团业务、兖煤目标集团当前或未来财务业绩前景或其他方面的任何陈述、保证、许诺或承诺；

- (ii) it has not relied on anything other than the Warranties in agreeing to enter into the Transaction and, in particular, no representations, warranties, promises, undertakings, statements or conduct have:

其在同意订立交易时，除保证外，其并未依赖任何其他信息，特别是，不存在：

(A) induced or influenced Highfield to enter into, or agree to any terms or conditions of, this agreement or any Transaction Agreement;  
诱导或影响高地资源订立本协议或任何交易协议（或同意本协议或任何交易协议的任何条款或条件）的任何陈述、保证、许诺、承诺、声明或行为；

(B) been relied on in any way as being accurate by a Highfield Group Member;  
高地资源集团成员视为准确的从而以任何方式加以依赖的任何陈述、保证、许诺、承诺、声明或行为；

(C) been warranted to a Highfield Group Member as being true; or

已作为真实的保证向高地资源集团成员作出的任何陈述、保证、许诺、承诺、声明或行为；或

(D) been taken into account by Highfield as being important to its decision to enter into, or agree to any or all of the terms of, this agreement and any Transaction Agreement,

高地资源在决定是否签订本协议和任何交易协议（或同意其条款）时作为重要因素加以考虑的任何陈述、保证、许诺、承诺、声明或行为，

except those expressly set out in this agreement (including in the Warranties);  
但本协议中明确载明的（包括保证）除外；

(iii) it has entered into this agreement after satisfactory inspection and investigation of the affairs of the Yancoal Target Group, including a detailed review of all the Disclosure Materials;

其在对兖煤目标集团的事务进行了令人满意的检查和调查（包括对所有披露材料的详细审查）之后，才签署本协议；

(iv) it has made and rely upon on its own searches, investigations, enquiries and evaluations in respect of the Yancoal Target Group and the Yancoal Target Business and its own evaluation of any material provided by YK to Highfield or its representatives or advisers before the Execution Date, including the Disclosure Materials; and

其已自行对兖煤目标集团和兖煤目标集团业务进行了检索、调查、查询和评估，其依赖于这些检索、调查、查询和评估，并依赖于其自行对兖矿在签署日期之前向高地资源或其代表或顾问提供的任何材料（包括披露材料）进行的评估；以及

(v) it has had the benefit of independent legal, tax and accounting advice relating to the terms of this agreement and each Transaction Agreement.

其已就本协议和各交易协议的条款听取了独立的法律、税务和会计意见。

(b) Highfield acknowledges that YK has agreed to sell the Sale Shares and enters into this agreement relying on the representations and warranties in this clause 12.3 and would not be prepared to sell the Sale Shares on any other basis.

高地资源承认，兖矿之所以同意出售待售股份并订立本协议，是依据本第 12.3 条中的陈述和保证，并且不准备基于任何其他依据出售待售股份。

## 12.4 Opinions, estimates and forecasts

### 意见、估计和预测

The parties acknowledge that no YK Group Member is under any obligation to provide any Highfield Group Member or its advisers with any information on the future financial performance or prospects of the Yancoal Target Group. If a Highfield Group Member has received opinions, estimates, projections, business plans, budget information or other forecasts in respect of the Yancoal Target Group, Highfield acknowledges and agrees that:

双方承认，任何兖矿集团成员都没有义务向任何高地资源集团成员或其顾问提供任何有关兖煤目标集团未来财务业绩或前景的信息。如果高地资源集团成员收到有关兖煤目标集团的意见、估计、测算、业务计划、预算信息或其他预测，高地资源承认并同意：

(a) there are uncertainties inherent in attempting to make these estimates, projections, business plans, budgets and forecasts and Highfield is familiar with these uncertainties;

在试图做出这些估计、测算、业务计划、预算和预测时，存在固有的不确定性，而高地资源对这些不确定性非常熟悉；

(b) Highfield is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, business plans, budgets and forecasts furnished to it; and

高地资源将全权负责对向其提供的所有估计、测算、业务计划、预算和预测的充分性和准确性自行进行评估；以及

- (c) YK is not liable under any Claim arising out of or relating to any opinions, estimates, projections, business plans, budgets or forecasts in respect of the Yancoal Target Group. 兖矿不对因有关兖煤目标集团的任何意见、估计、测算、业务计划、预算或预测而引起的或与之相关的任何索赔承担任何责任。

Nothing in this clause 12.4 limits or derogates from Highfield's representations and warranties in clause 12.3 or YK's reliance on those representations and warranties.

本第 12.4 条的任何内容均不限制或减损高地资源在第 12.3 条中的陈述和保证或兖矿对这些陈述和保证的依赖。

## 12.5 Maximum and minimum amounts 最高和最低金额

- (a) YK is not liable under a Claim unless the amount finally agreed or adjudicated to be payable in respect of that Claim:  
兖矿对索赔不承担责任，除非最终同意或裁定就该索赔应支付的金额：

- (i) exceeds 0.1% of the Headline Purchase Price; and  
超过基础购买价格的 0.1%；并且
- (ii) either alone or together with the amount finally agreed or adjudicated to be payable in respect of other Claims that satisfy clause 12.5(a)(i) exceeds 1% of the Headline Purchase Price,  
单独或与符合第 12.5(a)(i)条规定的其他索赔的最终同意或裁定应付的金额合计超过基础购买价格的 1%，

in which event, subject to clauses 12.5(b), 12.5(c) and 12.5(d), YK is liable for the full value of the Claim.

在这种情况下，受限于第 12.5(b)、12.5(c)和 12.5(d)条，兖矿有责任赔偿索赔的全部价值。

- (b) Subject to clause 12.5(c), the maximum aggregate amount that YK is required to pay in respect of:  
受限于第 12.5(c)条，兖矿须就以下索赔支付的最高总额如下：

- (i) Claims for breach of a Title & Capacity Warranty of YK is limited to 100% of the Headline Purchase Price;  
就违反兖矿所有权和行为能力保证的索赔，最高不超过基础购买价格的 100%；
- (ii) Tax Claims is limited to 100% of the Headline Purchase Price; and  
就税务索赔，最高不超过基础购买价格的 100%；以及
- (iii) all other Claims (whenever made) is limited to 30% of the Headline Purchase Price.  
就所有其他索赔（无论何时提出），最高不超过基础购买价格的 30%。

- (c) For the avoidance of doubt, nothing in this agreement requires YK to pay more than 100% of the Headline Purchase Price in respect of any and all Claims (including Tax Claims) whenever made.

为避免疑义，不论本协议中有何规定，兖矿就任何及所有索赔（包括税务索赔，且无论何时提出）支付的金额均不需要超过基础购买价格的 100%。

- (d) For the purposes of clause 12.5(a)(i):  
就第 12.5(a)(i)条而言：

- (i) Claims arising out of separate sets of facts, matters or circumstances will not be treated as one Claim, even if each set of facts, matters or circumstances may be a breach of the same Warranty; and  
由不同事实、事项或情况引起的索赔将不作为一项索赔处理，即使每组事实、事项或情况都可能违反了同一保证；以及
- (ii) Claims of the same or similar nature arising out of the same or similar facts, matters and circumstances will be treated as one Claim.  
由相同或相似的事实、事项和情况引起的相同或相似性质的索赔将作为一项索赔处理。

## 12.6 Time limits 时间限制

YK may only be liable under a Claim if:  
兖矿仅在以下情况下才需要对索赔承担责任：

- (a) Highfield notifies YK of the Claim in accordance with clause 13.1(a) within:  
高地资源在以下时限内根据第 13.1(a)条将索赔通知兖矿：
  - (i) five years after Completion in the case of a Tax Claim, other than in cases where a Tax Authority issues an assessment to a Yancoal Target Group Member for Tax fraud or evasion, for which Claims there will be no time limitation on YK's liability; or  
(在税务索赔的情况下) 交割后五年内，除非税务机关对兖煤目标集团成员作出税务欺诈或逃税评定，对于这种索赔，兖矿的责任没有时间限制；或
  - (ii) 18 months after Completion in all other cases; and  
(在所有其他情况下) 交割后 18 个月内；以及
- (b) within 12 months of the date Highfield is required to notify YK of the Claim under clause 13.1(a):  
在高地资源根据第 13.1(a)条的规定需要将索赔通知兖矿之日后的 12 个月内：
  - (i) the Claim has been agreed, compromised or settled; or  
就该索赔已达成一致、妥协或和解；或
  - (ii) Highfield has issued and served legal proceedings against YK in respect of the Claim.  
高地资源已就该索赔向兖矿提出并送达了法律诉讼。

## 12.7 Recovery under other rights 其他权利下的追偿

Where a Highfield Group Member or a Yancoal Target Group Member is entitled to recover, or be compensated for by any other means, from another source whether by way of contract, indemnity or otherwise (including under a policy of insurance, or from a Governmental Agency), Highfield must procure that the relevant Highfield Group Member or Yancoal Target Group Member uses all reasonable endeavours to recover or seek compensation consistent with its duty to mitigate set out in clause 12.9. Any amount recovered by a Highfield Group Member or a Yancoal Target Group Member under this clause will be refunded to YK pursuant to clause 11.4.

如果高地资源集团成员或兖煤目标集团成员有权通过合同、赔偿条款或其他依据（包括根据保险单或从政府机构）从另一来源追偿或以任何其他方式获得赔偿，高地资源必须促使相关高地资源集团成员或兖煤目标集团成员尽一切合理努力，按照第 12.9 条规定的减轻义务追偿或寻求赔偿。高地资源集团成员或兖煤目标集团成员根据本条追回的任何金额将根据第 11.4 条退还给兖矿。

## 12.8 No double claims 无双重索赔

- (a) YK is not liable under a Claim for any Loss that a Highfield Group Member or a Yancoal Target Group Member recovers, or is compensated for, under any other Transaction Agreement.

兖矿不就高地资源集团成员或兖煤目标集团成员根据任何其他交易协议追回或获得赔偿的任何损失对相关索赔承担任何责任。

- (b) This clause 12.8 does not prevent a Highfield Group Member or a Yancoal Target Group Member entitled to make a Claim under any other Transaction Agreement from commencing that Claim. However, if for any reason more than one amount is paid in respect of the same Loss, Highfield must procure that the additional amount is immediately repaid to YK or one or more YK Group Members nominated by YK so as to give full effect to clause 12.8(a).

本第 12.8 条并不妨碍有权根据任何其他交易协议提出索赔的高地资源集团成员或兖煤目标集团成员提起相关索赔。但是，如果由于任何原因，就同一损失支付了超过一笔的金额，高地资源必须确保立即将额外的金额偿还给兖矿或兖矿指定的一家或多家兖矿集团成员，以便充分实施第 12.8(a) 条。

## 12.9 Mitigation of loss 减轻损失

- (a) Highfield must:  
高地资源必须：

- (i) take, and procure that each other Highfield Group Member and Yancoal Target Group Member takes, all reasonable actions to mitigate any Loss that may give rise to a Claim; and

采取（并促使每一其他高地资源集团成员和兖煤目标集团成员采取）一切合理行动，以减轻可能引起索赔的任何损失；以及

- (ii) not omit, and procure that no other Highfield Group Member or Yancoal Target Group Member omits, to take any reasonable action that would mitigate any Loss that may give rise to a Claim.

不遗漏（并促使每一其他高地资源集团成员或兖煤目标集团成员不遗漏）采取任何合理行动，以减轻可能引起索赔的任何损失。

- (b) If Highfield does not comply with clause 12.9(a) and compliance with clause 12.9(a) would have mitigated the Loss, YK is not liable for the amount by which the Loss would have been reduced.

如果高地资源不遵守第 12.9(a)条，而如果遵守第 12.9(a)条本可减轻损失，则兖矿对本可减少的损失额不承担责任。

## 12.10 Exclusions 除外情况

- (a) Highfield acknowledges and agrees that:  
高地资源承认并同意：

- (i) subject to any law to the contrary and except as expressly provided in this agreement, all terms, conditions, statements, representations and warranties (except the Warranties) whether express, implied, written, oral, collateral, statutory or otherwise, are excluded, and, to the maximum extent permitted by law, YK disclaims all liability in relation to them; and

受限于任何有相反规定的法律，并且除本协议明确规定外，所有条款、条件、声明、陈述和保证（本协议项下保证除外），无论是明示的、默示的、书面的、口头的、附带的、法定的还是其他的，均被排除在外，并且在法律允许的最大范围内，兖矿拒绝承担与此相关的所有责任；以及

- (ii) to the maximum extent permitted by law, Highfield agrees not to make and waive any right they may have to make any Claim against any Excluded Person under any provision of the Corporations Act (including section 1041H of the Corporations Act), the *Competition and Consumer Act 2010* (Cth) (including sections 18, 20, 21, 22 and 29 of Schedule 2 (Australian Consumer Law) of that Act), the *Australian Securities and Investments Commission Act 2001* (Cth) or any similar provisions in the legislation of any State or Territory, the Commonwealth of Australia, Canada, Luxembourg, Spain, PRC, or Hong Kong or in any other applicable law.  
 在法律允许的最大范围内，高地资源同意，其不会根据《公司法》（包括《公司法》第 1041H 条）、《2010 年竞争和消费者法》（澳大利亚联邦）（包括该法附件 2（澳大利亚消费者法）第 18、20、21、22 和 29 条）、《2001 年澳大利亚证券和投资委员会法》（澳大利亚联邦）的任何规定或任何州或地区、澳大利亚联邦、加拿大、卢森堡、西班牙、中国的法律中的或任何其他适用法律中的任何类似规定，向任何除外人员提出任何索赔，并放弃其可能拥有的、向任何除外人员提出该等索赔的任何权利。
- (b) To the maximum extent permitted by law, each of the parties undertakes to each other party and to any person who was at the Execution Date a current or former director, officer or employee of YK, of any YK Group Member or of any Yancoal Target Group Member (each such person an **Officer**) that it will not at any time make any Claim or Demand against any Officer in respect of any matter arising in connection with this agreement or any transaction contemplated by this agreement, including in respect of any breach of Warranty or any Claim under an indemnity, provided that this clause does not prevent a Claim or Demand which relates solely to conduct of the relevant Officer which amounts to fraud.  
 在法律允许的最大范围内，每一方向每一其他方并向在签署日期是兖矿、任何兖矿集团成员或任何兖煤目标集团成员的现任或前任董事、高级职员或员工的任何人士（该等人士均称为**高级职员**）承诺，其在任何时候均不会就与本协议或本协议拟进行的任何交易有关的任何事项（包括就任何保证的违反或根据赔偿条款提出的任何索赔）针对任何高级职员提出任何索赔或要求，但本条不妨碍提出仅与相关高级职员构成欺诈的行为有关的索赔或要求。

## 12.11 General limitations 一般限制

YK is not liable under a Claim for any Loss or amount described below:  
 兖矿对有关下述任何损失或金额的索赔不承担责任：

- (a) is specifically provided for or reserved against in the Yancoal Target Accounts;  
 在兖煤目标集团报表中特别拨备或预留准备金的损失；
- (b) arises from an act or omission by or on behalf of a YK Group Member or a Yancoal Target Group Member before Completion that was done or made:  
 因兖矿集团成员或兖煤目标集团成员或他人代其在交割前作出的行为或不作为所引起的损失，且该等行为或不作为：
- (i) with the prior written consent of a Highfield Group Member; or  
 已事先征得高地资源集团成员的书面同意；或
- (ii) at the written direction or instruction of a Highfield Group Member;  
 是根据高地资源集团成员的书面指示或指令作出的；
- (c) arises from anything done or not done after Completion by or on behalf of a Highfield Group Member or a Yancoal Target Group Member; and  
 因高地资源集团成员或兖煤目标集团成员或其代表在交割后作出的行为或不作为所引起的损失；及
- (d) arises from an act or omission of a Highfield Group Member or a Yancoal Target Group Member:  
 因高地资源集团成员或兖煤目标集团成员的以下行为或不作为引起的损失：

- (i) in reliance on this agreement or to satisfy an obligation under this agreement of Highfield (including under clause 12.9);  
依据本协议或为履行本协议规定的高地资源的义务（包括第 12.9 条规定的义务）而作出的行为或不作为；
  - (ii) to satisfy an obligation under any legislation, regulations or judicial or governmental requirement in force as at Completion; or  
为履行在交割时有效的任何法律、法规、司法或政府要求所规定的义务而作出的行为或不作为；或
  - (iii) to satisfy an obligation under any contract to which a Yancoal Target Group Member is a party as at Completion;  
为履行兖煤目标集团成员在交割时为当事一方的任何合同项下的义务而作出的行为或不作为；
- (e) arises from a Third Party Claim that is attributable to anything done or not done after Completion by or on behalf of a Highfield Group Member or a Yancoal Target Group Member that was calculated or intended to cause the Third Party Claim to be made;  
因高地资源集团成员或兖煤目标集团成员或他人代其在交割后作出的行为或不作为而导致的第三方索赔所引起的损失，而这些行为或不作为是蓄意或有意导致第三方索赔的；
- (f) arises from:  
因交割后发生的以下情形所引起的损失：
- (i) the enactment or amendment of any legislation or regulations;  
颁布或修订任何法律或法规；
  - (ii) a change in the judicial or administrative interpretation of the law; or  
法律的司法或行政解释发生变化；或
  - (iii) a change in the practice or policy of any Governmental Agency,  
任何政府机构的做法或政策发生变化，
- after Completion, including legislation, regulations, amendments, interpretation, practice or policy that has a retrospective effect;  
包括具有追溯效力的立法、法规、修正案、解释、惯例或政策；
- (g) would not have arisen but for a change after Completion in any accounting policy or practice of a Highfield Group Member or a Yancoal Target Group Member that applied before Completion;  
若非高地资源集团成员或兖煤目标集团成员在交割前适用的任何会计政策或惯例在交割后发生变化，本不会产生的损失；
- (h) arises out of the cessation or alteration of the Yancoal Target Business after Completion;  
因兖煤目标集团业务在交割后中止或变更所引起的损失；
- (i) is special loss or damage, indirect loss or damage or consequential loss or damage; or  
属于特殊损失或损害、间接损失或损害或后果性损失或损害的损失；或
- (j) the Claim arises from, or to the extent it is increased as a result of, a change (including a retrospective change) in the rate of Tax or the method of calculating the rate of Tax after the Execution Date,  
因签署日期之后税率或税率计算方法发生变化（包括追溯性变化）引起的索赔或导致的索赔额增加，

except that (A) clauses 12.11(a), 12.11(b), 12.11(c), 12.11(d)(i) and 12.11(i) do not apply in respect of any transaction or transactions described in clause 5.4 or clause 5.5 and (B) clause 12.11(a) does not apply to the Tax Warranty in respect of YK.

但是, (A) 第 12.11(a)、12.11(b)、12.11(c)、12.11(d)(i) 和 12.11(i)条不适用于第 5.4 和 5.5 条所述的任何交易, 及(B) 第 12.11(a)条不适用于与充矿相关的税务保证。

## 12.12 Other limitations 其他限制

- (a) YK is not liable under a Claim (including a Tax Claim) for any Loss or amount described below:  
充矿对有关下述任何损失或金额的索赔(包括税务索赔)不承担责任:
- (i) Loss that arises from a Yancoal Target Group Member taking a position in relation to the application of a Tax Law that is inconsistent with the position taken by that Yancoal Target Group Member before Completion (including any position adopted in relation to the preparation of any Pre Completion Returns), unless the Yancoal Target Group Member is required to adopt an inconsistent position to comply with a Tax Law;  
因充煤目标集团成员就税法适用所采取的立场与该充煤目标集团成员在交割前所采取的立场(包括就编制任何交割前纳税申报表所采取的任何立场)不一致而产生的损失, 除非充煤目标集团成员为遵守税法而必须采取不一致的立场;
  - (ii) Loss that arises from a Yancoal Target Group Member's failure to take any action after Completion required by, or that should reasonably be taken under, any applicable Tax Law in relation to any Tax or Duty (including any failure to take any such action within the time allowed); or  
由于充煤目标集团成员在交割后未能在任何税款或印花税方面采取任何适用税法所要求的行动或根据任何适用税法其在合理情况下本应采取的任何行动(包括未能在允许时间内采取任何此类行动)而产生的损失; 或
  - (iii) any amount that has been included as a provision, reserve or accrual in the Yancoal Target Accounts, or that is referred to in any notes to the Yancoal Target Accounts (provided that this clause 12.12(a)(iii) does not apply in respect of any transaction or transactions described in clause 5.4, clause 5.5 or to the Tax Warranty in respect of YK).  
在充煤目标集团报表中列为拨备、准备金或应计项目的任何金额, 或在充煤目标集团报表的任何附注中提及的任何金额(但是本第 12.12(a)(iii)条不适用于第 5.4 和 5.5 条所述的任何交易或与充矿相关的税务保证)。
- (b) If a Yancoal Target Group Member takes a position in relation to the application of a Tax Law that is inconsistent with the position taken by that Yancoal Target Group Member before Completion, Highfield must notify YK of the change specifying the circumstances of the inconsistent position, at least 21 days before the Yancoal Target Group Member adopts it.  
如果充煤目标集团成员在税法适用方面所采取的立场与该充煤目标集团成员在交割前所采取的立场不一致, 高地资源必须在该充煤目标集团成员采取不一致立场前至少提前 21 天将该变更通知充矿, 并说明采取不一致立场的具体情况。

## 12.13 Highfield benefits 高地资源利益

In assessing any Loss recoverable by Highfield as a result of any Claim, there must be taken into account any benefit accruing to the Highfield Group (including any amount of any relief, allowance, exemption, exclusion, set off, deduction, loss, rebate, refund, right to repayment or credit granted or available in respect of a Tax or Duty under any law actually obtained by the Highfield Group and any amount by which any Tax for which the Highfield Group is or may be liable to be assessed or accountable is reduced or extinguished), arising directly from the matter that gives rise to that Claim. 在评估高地资源因任何索赔而可收回的任何损失时, 必须考虑到因引起该索赔的事项直接产生的、高地资源集团应得的任何利益(包括高地资源集团实际获得的、就任何法律项下的税款或印花税给

予或提供的任何减免、优惠、免除、排除、抵消、扣减、损失、退还、退款、偿还权或抵免，以及高地资源集团有责任或可能有责任承担的任何税款被减少或取消的任何金额）。

#### 12.14 Payments affecting the Purchase Price 影响购买价格的付款

Any payment made by a YK Group Member to a Highfield Group Member or a Yancoal Target Group Member in respect of any Claim will be in reduction of the Purchase Price.  
兖矿集团成员就任何索赔向高地资源集团成员或兖煤目标集团成员支付的任何款项将扣减购买价格。

#### 12.15 Independent limitations 限制相互独立

Each qualification and limitation in this clause 12 is to be construed independently of the others and is not limited by any other qualification or limitation.  
本第 12 条中的每项限定和限制应独立解释，且不受任何其他限定或限制的制约。

#### 12.16 Tax Effect of Claims 索赔的税务影响

If a party (**payor**) is liable to pay an amount to another party (**recipient**) in respect of a Claim and that payment is treated as income under the Tax Law such that the payment increases the income tax payable by the recipient, or the corporate group (or tax consolidated group) of which the recipient is a member (collectively the **recipient Group**), under the Tax Law, then the payment must be grossed up by such amount as is necessary to ensure that the net amount retained by the recipient Group after deduction of Tax or payment of the increased income tax equals the amount the recipient Group would have retained had the Tax or increased income tax not been payable, after taking into account any benefits or relief relating to Tax of the kind referred to in clause 12.13 obtained or to be obtained by the Highfield Group in relation to such Claim or payment.

如果一方（**付款人**）有责任就某项索赔向另一方（**收款人**）支付一笔款项，而根据税法，该笔付款被视为收入，从而增加了收款人或收款人所属公司集团或税务合并集团（统称**收款人集团**）根据税法应缴纳的所得税，则必须对该付款进行必要的加总，以确保收款人集团在扣除税款或支付增加的所得税后保留的净额等于收款人集团在不缴纳税款或增加的所得税的情况下本将保留的金额，并需考虑到高地资源集团就该索赔或付款已获得或将获得的、第 12.13 条中所提及类型的涉税利益或减免。

### 13. Procedures for dealing with Claims 索赔处理程序

#### 13.1 Notice of Claims 索赔通知

- (a) Highfield must promptly notify YK if:  
如果出现以下情况，高地资源必须立即通知兖矿：
- (i) it decides to make a Claim against YK that either alone or together with other Claims exceeds any applicable thresholds set out in clause 12.5(a); or  
其决定向兖矿提出索赔，且该索赔单独或与其他索赔一起超过第 12.5(a)条规定的任何适用起赔金额；或
  - (ii) a Third Party Claim or Tax Demand is made that may give rise to a Claim against YK.  
提出的第三方索赔或纳税要求可能引起对兖矿的索赔。

- (b) Highfield must include in each notice given under clause 13.1(a) all relevant details (including the amount) then known to a Highfield Group Member or a Yancoal Target Group Member of:  
高地资源必须在根据第 13.1(a)条发出的每份通知中载明高地资源集团成员或兖煤目标集团成员当时知晓的以下各项的所有相关详情（包括金额）：
- (i) the Claim and if applicable, any other Claims that together with the Claim give rise to any applicable thresholds in clause 12.5(a) being exceeded;  
索赔以及（如适用）与该索赔一起导致超过第 12.5(a)条中的任何适用起赔金额的任何其他索赔；
  - (ii) if applicable, the Third Party Claim or Tax Demand; and  
第三方索赔或纳税要求（如适用）；及
  - (iii) the events, matters or circumstances giving rise to the Claim.  
引起索赔的事件、事项或情况。
- (c) Highfield must also include in each notice given under clause 13.1(a) an extract of:  
高地资源还须在根据第 13.1(a)条发出的每份通知中纳入以下各项的摘录：
- (i) any part of a Demand (including a Tax Demand) that identifies the liability or amount to which the Claim relates or other evidence of the amount of the Demand to which the Claim relates; and  
要求（包括纳税要求）中指明与索赔有关的责任或金额的任何部分，或索赔所涉要求的金额的其他证据；及
  - (ii) if available or relevant, any corresponding part of any adjustment sheet or other explanatory material issued by a Governmental Agency that specifies the basis for the Demand to which the Claim relates or other evidence of that basis.  
政府机构签发的任何调整表或其他解释性材料中具体说明索赔所涉要求的依据的任何相应部分或该依据的其他证据（如果有或相关）。
- (d) Highfield must provide a copy of any document referred to in clause 13.1(c) to YK as soon as practicable and in any event within five Business Days of receipt of that document by a Highfield Group Member or a Yancoal Target Group Member.  
高地资源必须在可行的情况下尽快，且无论如何在高地资源集团成员或兖煤目标集团成员收到第 13.1(c)条所述的任何文件后五个工作日内，向兖矿提供该文件的副本。
- (e) Highfield must also, on an on-going basis, keep YK informed of all developments in relation to the Claim notified under clause 13.1(a).  
高地资源还须持续向兖矿通报根据第 13.1(a)条通知的索赔的所有进展情况。
- (f) If Highfield does not fully comply with this clause 13 in respect of a Claim, YK is not liable under the Claim to the extent that the non-compliance has increased the amount of the Claim.  
如果高地资源关于索赔未完全遵守本第 13 条，兖矿就该索赔不对因不遵守而增加的索赔金额部分承担责任。

## 13.2 Third Party Claims 第三方索赔

The following additional obligations apply in respect of the Third Party Claims.  
以下附加义务适用于第三方索赔。

- (a) Highfield must not, and must ensure that each Yancoal Target Group Member and each Highfield Group Member does not:  
未经兖矿事先书面批准（不得无理拒绝或延迟给予该等批准），高地资源不得，且须确保每一兖煤目标集团成员和每一高地资源集团成员不：

- (i) **accept, compromise or pay;**  
接受、妥协或支付可能导致兖矿承担索赔责任的第三方索赔；
  - (ii) **agree to arbitrate, compromise or settle; or**  
同意仲裁、妥协或和解可能导致兖矿承担索赔责任的第三方索赔；或
  - (iii) **make any admission or take any action in relation to,**  
就可能导致兖矿承担索赔责任的第三方索赔作出任何承认或采取任何行动。  
a Third Party Claim that may lead to liability on the part of YK under a Claim without YK's prior written approval (such approval not to be unreasonably withheld or delayed).
- (b) Following receipt of a notice under clause 13.1(a) in respect of a Claim that arises from or involves or could potentially involve a Third Party Claim, YK may, by giving written notice to Highfield, assume the conduct of the defence of the Third Party Claim.  
在收到第 13.1(a)条规定的通知后，对于由第三方索赔引起或涉及或可能涉及第三方索赔的索赔，兖矿可通过向高地资源发出书面通知，承担对第三方索赔的抗辩。
- (c) If YK advises Highfield that it wishes to assume the conduct of the defence of the Third Party Claim:  
如果兖矿通知高地资源其有意承担对第三方索赔的抗辩：
- (i) provided that YK provides Highfield with an indemnity against all Loss that may result from such action, Highfield must promptly take, and must procure that each Highfield Group Member and each Yancoal Target Group Member promptly takes, all action reasonably requested by YK to avoid, contest, compromise or defend the Third Party Claim, including using (at YK's cost) professional advisers nominated by YK and approved by YK for this purpose;  
如果兖矿向高地资源提供对该等行动可能造成的所有损失的赔偿，高地资源必须立即采取，并且须促使每一高地资源集团成员和每一兖煤目标集团成员立即采取兖矿合理要求的所有行动，以避免第三方索赔、就此提出异议、达成妥协或进行抗辩，包括为此目的使用兖矿指定并经兖矿批准的专业顾问（费用由兖矿承担）；
  - (ii) Highfield must provide, and must procure that each Highfield Group Member and each Yancoal Target Group Member provides (at YK's cost), YK with all reasonable assistance requested by it in relation to the Third Party Claim, including providing access to witnesses and documentary or other evidence relevant to the Third Party Claim, allowing it and its legal advisers to inspect and take copies of all relevant books, records, files and documents, and providing it with reasonable access to the personnel, premises and chattels of Highfield Group Members and the Yancoal Target Group;  
高地资源必须向兖矿提供，并且须促使每一高地资源集团成员和每一兖煤目标集团成员向兖矿提供（费用由兖矿承担）兖矿就第三方索赔要求的一切合理协助，包括允许接触与第三方索赔有关的证人和书证或其他证据，允许兖矿及其法律顾问查阅和复制所有相关账簿、记录、文档和文件，允许兖矿合理接触/出入高地资源集团成员和兖煤目标集团的人员、场所和动产；
- (d) If YK assumes the conduct of the defence of a Third Party Claim, in conducting any proceedings or actions in respect of that Third Party Claim, YK must:  
如果兖矿承担对第三方索赔的抗辩，在进行与该第三方索赔有关的任何程序或诉讼时，兖矿必须：
- (i) **act in good faith;**  
诚信行事；
  - (ii) **liaise with Highfield in relation to the defence of the Third Party Claim;**  
就对第三方索赔的抗辩事宜与高地资源联系；

- (iii) provide Highfield with reasonable access to a copy of any notice, correspondence or other document relating to the Third Party Claim; and  
允许高地资源合理查阅与第三方索赔有关的任何通知、信件或其他文件的副本；及
  - (iv) conduct the defence in such a way as not to cause damage or harm to the goodwill of the Yancoal Target Business, and must consult with Highfield on all matters of significance relating to such goodwill.  
在进行抗辩时，不得对兖煤目标集团业务的商誉造成损害或伤害，并且必须就与该等商誉有关的所有重要事项与高地资源协商。
- (e) If YK advises Highfield that it does not wish to assume the conduct of the defence of the Third Party Claim, then Highfield must procure that any Highfield Group Member or Yancoal Target Group Member that is conducting any proceedings or actions in respect of that Third Party Claim:  
如果兖矿通知高地资源其无意承担对第三方索赔的抗辩，则高地资源必须促使在就该第三方索赔进行任何程序或诉讼的任何高地资源集团成员或兖煤目标集团成员：
- (i) acts in good faith;  
诚信行事；
  - (ii) liaises with YK in relation to the defence of the Third Party Claim;  
就对第三方索赔的抗辩与兖矿联系；
  - (iii) provides YK with reasonable access to a copy of any notice, correspondence or other document relating to the Third Party Claim; and  
允许兖矿合理查阅与第三方索赔有关的任何通知、信件或其他文件的副本；及
  - (iv) acts reasonably in all the circumstances, including, having regard to the likelihood of success and the effect of the proceedings or actions on the goodwill or reputation of the business of the YK Group.  
在所有情况下合理行事，包括考虑胜诉的可能性以及程序或诉讼对兖矿集团业务商誉或声誉的影响。

### 13.3 Tax Demands 纳税要求

The following additional obligations apply in respect of Claims arising from or involving a Tax Demand.

以下附加义务适用于由纳税要求引起或涉及纳税要求的索赔。

- (a) Highfield must not, and must ensure that each Yancoal Target Group Member and each Highfield Group Member does not:  
未经兖矿事先书面批准（不得无理拒绝或延迟给予该等批准），高地资源不得，且须确保每一兖煤目标集团成员和每一高地资源集团成员不：
  - (i) accept, compromise or pay;  
接受、妥协或支付；
  - (ii) agree to arbitrate, compromise or settle; or  
同意仲裁、妥协或和解；或
  - (iii) make any admission or take any action in relation to,  
作出任何承认或采取任何行动，关于

a Tax Demand that may lead to liability on the part of YK under a Claim without the prior written approval of YK (which must not be unreasonably withheld or delayed). However, Highfield or a Yancoal Target Group Member may pay any Tax or Duty to a Governmental Agency by the due date for payment without affecting any of its rights under this agreement.

一项可能导致兖矿承担索赔责任的纳税要求。但是，高地资源或兖煤目标集团成员可以在付款到期日之前向政府机构支付任何税款或印花税，而不影响其在本协议项下的任何权利。

- (b) If YK does not advise Highfield that it wishes to contest the Tax Demand then YK must pay in Immediately Available Funds and as a reduction in the Purchase Price the amount notified by Highfield by the later of:

如果兖矿没有通知高地资源其有意对纳税要求提出异议，那么兖矿必须在以下较晚日期之前以立即可用资金支付高地资源通知的金额，作为购买价格的扣减：

- (i) two Business Days before the due date for payment to the Governmental Agency; and  
向政府机构付款到期日前两个工作日；及

- (ii) 10 Business Days after receipt of the notice given by Highfield under clause 13.1,  
在收到高地资源根据第 13.1 条发出的通知后 10 个工作日，

and, in any event prior to the date due for payment.

并且在任何情况下均应在付款到期日之前。

- (c) Following receipt of a notice under clause 13.1 in respect of a Claim that arises from or involves a Tax Demand, YK may, by written notice to Highfield no later than five Business Days before the date due for payment of the relevant Tax or Duty advise Highfield that it wishes to contest the Tax Demand.

在收到第 13.1 条项下关于因纳税要求引起的或涉及纳税要求的索赔的通知后，兖矿可于不迟于相关税款或印花税到期支付日前五个工作日向高地资源发送书面通知，告知高地资源其有意对纳税要求提出异议。

- (d) If YK advises Highfield that it wishes to contest the Tax or Duty the subject of the Tax Demand under clause 13.3(c) then:

如果兖矿通知高地资源其有意根据第 13.3(c)条对纳税要求所涉及的税款或印花税提出异议，那么：

- (i) YK must pay Highfield, in Immediately Available Funds and as a reduction in the Purchase Price, so much of the Tax or Duty as is required by the relevant Governmental Agency to be paid while any action is being taken under this clause 13.3 by the date that is the later of:

在以下较晚日期之前，兖矿必须以立即可用资金向高地资源支付相关政府机构要求在根据本第 13.3 条采取任何行动期间支付的税款或印花税，作为购买价格的扣减：

- (A) two Business Days before the due date for payment to the Governmental Agency; and  
向政府机构付款到期日前两个工作日；及

- (B) 10 Business Days after receipt of the notice given by Highfield under clause 13.1,  
在收到高地资源根据第 13.1 条发出的通知后 10 个工作日，

and, in any event prior to the date due for payment; and

并且在任何情况下均应在付款到期日之前；及

- (ii) at YK's written request, Highfield must take, or procure that the person required to pay the Tax or Duty takes such Disputing Action in a timely manner in relation to the Tax Demand as YK may reasonably require, provided that if Highfield notifies YK of an objection to taking such Disputing Action, that objection will be resolved in accordance with clause 15.3(f).

经兖矿书面要求，高地资源必须按照兖矿的合理要求，就纳税要求及时采取争议行动，或促使被要求缴纳税款或印花税之人及时采取争议行动，但如果高地资源通知兖矿反对采取该等争议行动，该反对将按照第 15.3(f)条解决。

- (e) If YK contests the Tax or Duty the subject of a Tax Demand then Highfield must follow, and must procure that each Highfield Group Member and each Yancoal Target Group Member follows, all reasonable directions of YK relating to the conduct of any Disputing Action contemplated by this clause 13.3(e), including using professional advisers nominated by YK. In making any such directions, YK must:
- 如果兖矿对纳税要求所涉及的税款或印花税提出异议，则高地资源必须遵守，并且须促使各高地资源集团成员和各兖煤目标集团成员遵守兖矿就进行本第 13.3(e)条所拟的任何争议行动发出的所有合理指示，包括使用兖矿提名的专业顾问。在作出任何该等指示时，兖矿必须：
- (i) act in good faith;  
诚信行事；
  - (ii) liaise with Highfield in relation to conduct of Disputing Action contemplated by this clause 13.3(e); and  
就进行本第 13.3(e)条所拟的争议行动与高地资源联系；及
  - (iii) provide Highfield with reasonable access to a copy of any notice, correspondence of other document relating to that Disputing Action.  
允许高地资源合理查阅与该争议行动有关的任何通知、信件或其他文件的副本。
- (f) Highfield must provide, and must procure that each Highfield Group Member and each Yancoal Target Group Member provides (at YK's cost), YK with all reasonable assistance requested by it in relation to the Tax Demand and the Disputing Action contemplated by this clause 13.3 including providing access to witnesses and documentary or other evidence relevant to the Tax Demand or the Disputing Action, allowing it and its legal advisers to inspect and take copies of all relevant books, records, files and documents, and providing it with reasonable access to the personnel, premises and chattels of Highfield Group Members and the Yancoal Target Group.
- 高地资源必须向兖矿提供，并且须促使各高地资源集团成员和各兖煤目标集团成员向兖矿提供（费用由兖矿承担）兖矿就纳税要求和第 13.3 条所拟的争议行动要求的一切合理协助，包括允许接触与纳税要求或争议行动相关的证人和书证或其他证据，允许兖矿及其法律顾问查阅和复制所有相关账簿、记录、文档和文件，允许兖矿合理接触/出入高地资源集团成员和兖煤目标集团的人员、场所和动产。

## 14. Highfield Warranties and indemnity 高地资源保证和赔偿

### 14.1 Highfield Warranties 高地资源保证

Subject to the qualifications and limitations in clause 14.4, Highfield gives the Highfield Warranties in favour of YK:

受限于第 14.4 条中的限定和限制，高地资源以兖矿为受益人作出的高地资源保证：

- (a) in respect of each Highfield Warranty that is expressed to be given on a particular date, on that date; and  
就明确于特定日期作出的每项高地资源保证而言，于该日作出；及
- (b) in respect of each other Highfield Warranty, on the Execution Date and such Highfield Warranties will be deemed to be repeated immediately before Completion.  
就每一其他高地资源保证而言，于签署日期作出，且该等高地资源保证将视为在紧接交割之前重复。

### 14.2 Independent Warranties 独立保证

Each of the Highfield Warranties is to be construed independently of the others and is not limited by reference to any other Highfield Warranty.

每项高地资源保证均应独立于其他保证进行解释，且不因引用任何其他高地资源保证而受限制。

### 14.3 Reliance

#### 依赖

Highfield acknowledges that YK has entered into this agreement and will complete this agreement in reliance on the Highfield Warranties.

高地资源承认，兖矿依赖于高地资源保证而签订本协议，并将依赖高地资源保证执行本协议。

### 14.4 Limitations on YK's Claims

#### 兖矿索赔限制

- (a) All of the provisions of clauses 11.4 and 12 apply in relation to, and limit the rights of YK to make a Claim in respect of, the Highfield Warranties (or otherwise in respect of the Highfield Group or its business) on the same basis as clauses 11.4 and 12 limit Highfield's rights to make a Claim, respectively, in respect of the Warranties given by YK, and for the purposes of this clause 14.4, clauses 11.4 and 12 will be read with all necessary changes so as to give full effect to the intent of this clause 14.4:  
第 11.4 和 12 条的所有规定在第 11.4 和 12 条分别限制高地资源就兖矿提供的保证提出索赔的权利的相同基础上，适用于并限制兖矿就高地资源保证（或与高地资源集团或其业务有关的其他方面）提出索赔的权利，且就本第 14.4 条而言，第 11.4 和 12 条将解读为作出所有必要的修改，以使本第 14.4 条的意图充分有效：
- (i) except that in respect of clause 12.5(c), the maximum aggregate amount that Highfield is required to pay in respect of:  
但是，关于第 12.5(c)条，高地资源须就以下索赔支付的最高总额：
- (A) Claims for breach of a Title & Capacity Warranty in respect of Highfield is limited to 100% of the Headline Purchase Price and the Subscription Amount;  
对违反有关高地资源的所有权和行为能力保证的索赔以基础购买价格与认购金额之和的 100%为限；
- (B) Tax Claims is limited to 100% of the aggregate of the Headline Purchase Price and the Subscription Amount; and  
税务索赔以基础购买价格与认购金额之和的 100%为限；及
- (C) all other Claims (whenever made) is limited to 30% of the aggregate of the Headline Purchase Price and the Subscription Amount;  
所有其他索赔（无论何时提出）以基础购买价格与认购金额之和的 30%为限；
- (ii) for the avoidance of doubt, nothing in this agreement requires Highfield to pay more than 100% of the aggregate of the Headline Purchase Price and the Subscription Amount in respect of any and all Claims (including Tax Claims) whenever made; and  
为避免疑义，本协议的任何内容均不要求高地资源就无论何时提出的任何及所有索赔（包括税务索赔）付款超过基础购买价格与认购金额之和的 100%；及
- (iii) for the avoidance of doubt and without limitation, the reference to:  
为避免疑义且不限于如下所述的解读，凡提及：
- (A) Yancoal Target Accounts shall be read as reference to Highfield Accounts;  
兖煤目标集团报表，应解读为是指高地资源报表；
- (B) YK Group Member shall be read as reference to Highfield Group Member and Yancoal Target Group Member;

兖矿集团成员，应解读为是指高地资源集团成员和兖煤目标集团成员；

- (C) Highfield Group Member shall be read as a reference to YK Group Member;  
高地资源集团成员，应解读为是指兖矿集团成员；
- (D) Yancoal Target Group shall be read as a reference to Highfield Group;  
兖煤目标集团，应解读为是指高地资源集团；
- (E) Yancoal Target Business shall be read as a reference Highfield Business;  
兖煤目标集团业务，应解读为是指高地资源业务；
- (F) Disclosure Material shall be read as a reference to the Highfield Disclosure Material; and  
披露材料，应解读为是指高地资源披露材料；及
- (G) YK Specified Executive shall be read as a reference to Highfield Specified Executive.  
兖矿指定高管，应解读为是指高地资源指定高管。

## 14.5 Procedure for dealing with Claims

### 处理索赔的程序

All of the provisions of clause 13 apply in relation to, and limit the rights of YK in relation to the conduct of a Claim in respect of, the Highfield Warranties on the same basis as set out in clause 13 in respect of the Warranties given by YK, and for the purposes of this clause 14.5, clause 13 will be read with all necessary changes so as to give full effect to the intent of this clause 14.5 including with the changes referred to in clause 14.4(a)(iii).

第 13 条的所有规定在第 13 条中针对兖矿提供的保证规定的相同基础上，适用于并限制兖矿就高地资源保证提出索赔的权利，且就本第 14.5 条而言，第 13 条将解读为作出所有必要的修改，以使本第 14.5 条的意图充分有效，包括作出第 14.4(a)(iii)条中所述的解读。

## 14.6 Indemnity for breach of Highfield Warranty

### 违反高地资源保证的赔偿

Subject to the limitations and qualifications in clause 14.4, Highfield indemnifies YK for all Loss suffered or incurred by YK or any YK Group Member as a result of a breach of a Highfield Warranty, and upon Completion, this indemnity or a Claim for breach of Highfield Warranty, will be the exclusive remedies of YK in respect of any such breach.

受限于第 14.4 条中的限制和限定，高地资源应向兖矿赔偿兖矿或任何兖矿集团成员因违反高地资源保证而遭受或发生的所有损失，且交割后，该等针对违反高地资源保证的赔偿或索赔将是兖矿关于任何该等违反的唯一救济。

## 15. Period after Completion

### 交割后期间

### 15.1 Appointment of proxy

#### 委任代理人

- (a) From Completion until the Sale Shares are registered in the name of Highfield, YK must:  
从交割起对待售股份登记在高地资源名下时，兖矿：
  - (i) appoint Highfield as the sole proxy of the holder of Sale Shares to attend shareholders' meetings and exercise the votes attaching to the Sale Shares;  
必须委任高地资源为待售股份持有人的唯一代理人，出席股东会议并行使待售股份附带的投票权；

- (ii) not attend and vote at any shareholders' meetings; and  
不得出席任何股东会议并在会上投票；及
  - (iii) take all other actions in the capacity of a registered holder of the Sale Shares as Highfield directs.  
必须以待售股份登记持有人的身份采取高地资源指示的所有其他行动。
- (b) Highfield indemnifies YK against all Loss suffered or incurred by it arising out of the implementation of any action taken in accordance with the proxy referred to in clause 15.1(a).  
高地资源应赔偿充矿因根据第 15.1(a)条所述的代理采取任何行动而遭受或发生的所有损失。

## 15.2 Access to records by YK 充矿查阅记录

- (a) Highfield must procure that all Business Records are preserved in respect of the period ending on the Completion Date until the later of:  
高地资源必须确保保存截至交割日期止期间的所有业务记录，直至以下较晚日期：
- (i) 6 years from the Completion Date;  
自交割日期起 6 年；
  - (ii) any date required by an applicable law; and  
适用法律规定的任何日期；及
  - (iii) if any claims or proceedings are on foot against the YK Group to which the Business Records are relevant, such other date as YK reasonably requires.  
(如果有正在进行的对充矿集团提出的任何与业务记录有关的索赔或诉讼) 充矿合理要求的其他日期。
- (b) After Completion Highfield must, on reasonable notice from YK:  
交割后，经充矿合理通知，高地资源必须：
- (i) provide YK and its advisers with reasonable access to the Business Records and allow YK to inspect and obtain copies or certified copies of the Business Records at YK's expense; and  
允许充矿及其顾问合理查阅业务记录，并允许充矿检查和获得业务记录的副本或经认证的副本，费用由充矿承担；及
  - (ii) provide YK and its advisers with reasonable access to the personnel and premises of Highfield Group Members and the Yancoal Target Group,  
允许充矿及其顾问合理接触/出入高地资源集团成员和充煤目标集团的人员和场所，  
for the purpose of assisting YK Group Members to prepare tax returns, accounts and other financial statements, discharge statutory obligations or comply with Tax, Duty or other legal requirements or to conduct legal or arbitration proceedings.  
以便协助充矿集团成员准备纳税申报表、账目和其他财务报表，履行法定义务或遵守税收、印花税或其他法律要求，或进行法律或仲裁程序。
- (c) YK must reimburse Highfield for its reasonable costs in retrieving any Business Records and making personnel and premises available under this clause 15.2.  
充矿必须偿付高地资源根据本第 15.2 条检索任何业务记录以及提供人员和场所的合理费用。
- (d) Highfield is not obliged to waive legal professional privilege. YK must comply with any reasonable steps requested by Highfield to preserve confidentiality.  
高地资源没有义务放弃法律职业保密特权。充矿必须遵守高地资源提出的任何合理的保密要求。

- (e) Highfield agrees that YK may retain copies of any Business Records that it may require to enable it to comply with any applicable law after the Completion Date.  
高地资源同意兖矿可以保留其所需的任何业务记录的副本，以便在交割日期后遵守任何适用法律。

### 15.3 Pre Completion tax returns 交割前纳税申报表

- (a) The parties will cooperate in connection with the preparation and filing of any Tax return or Tax statement of YK's ultimate holding company or a Yancoal Target Group Member with respect to a period or part period before the Completion Date and any administrative proceeding involving any such Tax return or Tax statement.  
双方将在准备和提交兖矿的最终控股公司或兖煤目标集团成员就交割日期之前的期间或部分期间的任何税务申报表或税务报表以及涉及任何该等税务申报表或税务报表的任何行政程序方面进行合作。
- (b) YK will, at the cost and expense of the relevant entity which has the obligations to lodge the relevant returns, have the sole conduct and control of the preparation and filing of all Tax returns, forms or statements in relation to each Yancoal Target Group Member to the extent they relate to any periods (or part periods) ending on or before the Completion Date (**Pre Completion Returns**). YK must procure ensure that each Pre Completion Return is prepared in a manner consistent with the requirements of any Tax Law.  
兖矿将，由有义务提交相关申报表的相关实体承担成本和费用，全权负责和控制与各兖煤目标集团成员有关的所有税务申报表、表格或报表的准备和提交工作，前提是终止于交割日期或之前的任何期间（或部分期间）有关（**交割前纳税申报表**）。兖矿必须确保每一交割前纳税申报表的编制方式均符合任何税法的要求。
- (c) YK must deliver a draft of the Pre Completion Return (together with all supporting workpapers used to prepare the Pre Completion Return) to Highfield as soon as it is available but no later than 20 Business Days before any Pre Completion Return is due to be filed (taking into account any extension of time to file the Pre Completion Return that has been properly obtained) for Highfield's review and comment. If Highfield objects to any items set forth in the statement of taxable income it must notify YK of the objection as soon as it is aware of the objection but no later than 10 Business Days before the Pre Completion Return is due to be filed.  
兖矿必须在获得交割前纳税申报表草案（连同用于编制交割前纳税申报表的所有辅助工作文件）后尽快将其交付给高地资源，但不得迟于任何交割前纳税申报表提交到期日前 20 个工作日（考虑到已适当获得的提交交割前纳税申报表的任何延期），供高地资源审核并提出意见。如果高地资源对应税收入报表中的任何项目有异议，必须在确定异议后尽快通知兖矿，但不得迟于交割前纳税申报表提交到期日前 10 个工作日。
- (d) Highfield will, at the cost and expense of the relevant entity which has the obligations to lodge the relevant returns, have the sole control of the preparation and filing of all Tax returns, forms or statements in relation to each Yancoal Target Group Member for any period that includes, but does not end on or before, the Completion Date (**Straddle Returns**).  
高地资源将，由有义务提交相关申报表的相关实体承担成本和费用，全权负责准备和提交包含交割日期但不终止于交割日期或之前的任何期间与每一兖煤目标集团成员有关的所有税务申报表、表格或报表（**跨期纳税申报表**）。
- (e) Highfield must procure that each Straddle Return is prepared in a manner consistent with the requirements of any Tax Law and must deliver a draft of the Straddle Return (together with all supporting workpapers used to prepare the Straddle Return) to YK as soon as it is available but no later than 20 Business Days before any Straddle Return is due to be filed for YK's review and comment. If YK objects to any items set forth in the statement of taxable income it must notify Highfield of the objection as soon as it is aware of the objection but no later than 10 Business Days before the Straddle Return is due to be filed.

高地资源必须确保每份跨期纳税申报表的编制方式符合任何税法的要求，并且须在获得跨期纳税申报表草案（连同用于编制跨期纳税申报表的所有辅助工作文件）后尽快将其交付给兖矿，但不得迟于任何跨期纳税申报表提交到期日前 20 个工作日，供兖矿审核并提出意见。如果兖矿对应税收入报表中的任何项目有异议，必须在确定异议后尽快通知高地资源，但不得迟于跨期纳税申报表提交到期日前 10 个工作日。

- (f) If YK or Highfield notifies the other of an objection to any statement of taxable income as applicable, the parties must attempt in good faith to resolve the dispute. If the parties cannot resolve any such dispute within 10 Business Days of the objection being notified, then:
- 如果兖矿或高地资源通知对方对任何适用的应税收入报表有异议，双方必须本着诚信尝试解决争议。如果双方不能在收到异议通知后的 10 个工作日内解决任何该等争议，则：
- (i) the parties must appoint an expert agreed to by the parties, or, if they cannot agree on an expert within a further five Business Days, the parties must request the President for the time being of the Institute of Chartered Accountants in Australia to appoint an expert, to determine the proper amounts for the items remaining in dispute;  
双方必须任命一名双方同意的专家，或者，如果双方无法在其后的五个工作日内就专家人选达成一致，则双方必须请求澳大利亚特许会计师协会当时的主席任命一名专家，以确定仍有争议项目的适当金额；
- (ii) the expert's determination is, in the absence of manifest error, final and binding on the parties and a party must not commence court proceedings or arbitration in relation to the dispute; and  
在没有明显错误的情况下，专家的裁定为最终裁定，对双方具有约束力，一方不得就该争议提起法庭诉讼程序或仲裁；及
- (iii) the expert's costs and expenses in connection with the dispute resolution proceedings will be borne by the parties in a manner determined by the expert (and either party may request that determination) and in the absence of such a determination will be borne by YK and Highfield equally.  
专家与争议解决程序有关的费用和开支将由双方按专家确定的方式承担（任何一方均可要求确定），如未作确定，则由兖矿和高地资源平均承担。

The expert appointed under this clause 15.3(f) acts as an expert and not as an arbitrator. The dispute resolution proceedings under this clause 15.3(f) are not arbitration proceedings under the *Commercial Arbitration Act 1984* (NSW).

根据本第 15.3(f)条任命的专家以专家而非仲裁人的身份行事。本第 15.3(f)条下的争议解决程序不属于 1984 年《商业仲裁法》（新南威尔士州）规定的仲裁程序。

- (g) Highfield must procure that each Straddle Return and (subject to YK complying with clause 15.3(c)) each Pre Completion Return is filed by the due date for filing. If a Pre Completion Return or Straddle Return is due before the date a disputed item is resolved under this clause 15.3, Highfield must procure that the return is filed as prepared and must procure that an amended return, which reflects the resolution or the disputed items (either as resolved by agreement or by the expert), is filed immediately after the disputed items are resolved.  
高地资源必须确保每份跨期纳税申报表和（在兖矿遵守第 15.3(c)条的前提下）每份交割前纳税申报表均在提交到期日前提交。如果交割前纳税申报表或跨期纳税申报表在根据本第 15.3 条解决争议项目之前到期，则高地资源必须确保按已编制的内容提交申报表，并须确保在争议项目解决后立即提交经修订的申报表，以反映解决情况或争议项目（不论通过协议或专家解决）。
- (h) Except in relation to the preparation of Pre Completion Returns and Straddle Returns (to which clauses 15.3(b) to 15.3(g) apply) the parties agree that it is the intention for YK to have the right to determine, control and where appropriate participate in the disclosure (including manner of disclosure) of any material or information relevant to a Yancoal Target Group entity to a Governmental Agency and any other dealings with the Governmental

Agency in relation to Tax applicable to such entity to the extent such disclosure or other dealings is in respect of any event, act, matter or transaction or amount derived (or deemed to be derived) or expenditure incurred before, on, or as a result of, Completion (**Pre Completion Tax Event**).

除与编制交割前纳税申报表和跨期纳税申报表（第 15.3(b)至 15.3(g)条对之适用）有关外，双方同意，意图是使兖矿有权决定、控制并在适当的情况下参与向政府机构披露（包括披露方式）与兖煤目标集团实体相关的任何材料或信息，以及与政府机构之间涉及该实体相关税务事项的任何其他往来，只要该等披露或其他往来与交割前、交割时或由于交割而衍生（或视为衍生）的任何事件、行为、事项或交易或金额或发生的支出有关（**交割前税务事件**）。

- (i) Without limiting clause 15.3(h), from and after Completion, Highfield agrees that it will, and will procure that each Yancoal Target Group Member and each Highfield Group Member will:

在不限第 15.3(h)条的前提下，自交割起及交割后，高地资源同意其自身，并将促使各兖煤目标集团成员和各高地资源集团成员：

- (i) not disclose any information or material to a Governmental Agency in relation to a Pre Completion Tax Event without the prior written consent of YK (which consent will not be unreasonably withheld or delayed), except as required by law;  
未经兖矿事先书面同意（不得无理拒绝或延迟作出该等同意），不会向政府机构披露与交割前税务事件有关的任何信息或材料，法律要求的除外；

- (ii) not make any admission of liability, or any agreement, compromise or settlement with a Governmental Agency in relation to a Pre Completion Tax Event without the prior written consent of YK (such approval not to be unreasonably withheld or delayed); and

未经兖矿事先书面同意（不得无理拒绝或延迟作出该等同意），不会就交割前税务事件承认任何责任，或与政府机构达成任何协议、妥协或和解；及

- (iii) promptly provide YK with copies of any correspondence with, or material provided to or by, a Governmental Agency and keep YK informed of any oral discussions with a Governmental Agency in relation to a Pre Completion Tax Event.

将就交割前税务事件及时向兖矿提供与政府机构的任何通信或向或由政府机构提供的任何材料的副本，并随时向兖矿通报与政府机构进行的任何口头讨论。

- (j) If Highfield provides a notice under clause 13.1 in respect of a Claim that arises from or involves a Tax Demand, then at all times from the date of receipt of that notice the provisions of clause 13.3 will apply to that Tax Demand or the Tax or Pre Completion Tax Event the subject of that Tax Demand and not this clause 15.3.

如果高地资源根据第 13.1 条就纳税要求引起或涉及纳税要求的索赔作出通知，则自收到该通知之日起，第 13.3 条的规定将始终适用于该纳税要求或该纳税要求所涉的税款或交割前税务事件，而不适用本第 15.3 条。

## 15.4 Canadian Tax Clearance Certificate

### 加拿大完税证明

- (a) This clause 15.4 applies only if the Sale Shares are taxable Canadian property for purposes of the Income Tax Act and only if any Highfield Group Member has an obligation to withhold and remit any amounts in connection with YK or YK Seller's tax and/or legal obligations in connection with the Transaction pursuant to section 116 of the Income Tax Act (**Withholding Obligation**).

本第 15.4 条仅在待售股份就《所得税法》而言属于应税加拿大财产并且任何高地资源集团成员根据《所得税法》第 116 条有义务就兖矿或兖矿卖方与交易有关的税务和/或法律义务预扣并汇缴任何款项的情况下适用（**扣缴义务**）。

- (b) YK agrees to comply with subsection 116 of the Income Tax Act including obtaining and delivering to Highfield a clearance certificate issued pursuant to section 116 of the Income

Tax Act that is satisfactory to Highfield (acting reasonably) in connection with the Transaction (**Clearance Certificate**).

兖矿同意遵守《所得税法》第 116 条，包括取得并向高地资源交付根据《所得税法》第 116 条签发的、令高地资源（在合理行事的条件下）满意的、与交易有关的完税证明（完税证明）。

- (c) If a Clearance Certificate cannot be obtained before Completion:  
如果不能在交割前取得完税证明：
- (i) YK shall make best efforts to obtain a letter from the Canada Revenue Agency permitting Highfield to defer any Withholding Obligation (**Comfort Letter**);  
兖矿应并尽最大努力从加拿大税务局取得允许高地资源推迟任何扣缴义务的函件（**安慰函**）；
  - (ii) subject to clause 15.4(c)(iii), YK and Highfield agree to negotiate in good faith on how any potential Withholding Obligation of Highfield should be managed without negatively impacting Highfield's working capital post-Completion, without negatively impacting YK and taking into consideration the Comfort Letter (if obtained); and  
受限于第 15.4(c)(iii)条，兖矿和高地资源同意诚信协商如何管理高地资源的任何潜在扣缴义务，从而不会对高地资源在交割后的营运资金产生负面影响，也不会对兖矿产生负面影响，并同时将安慰函（如已获得）考虑在内；和
  - (iii) if no agreement is reached pursuant to clause 15.4(c)(ii), YK shall provide sufficient funds or security to Highfield or the Canada Revenue Agency (as applicable) to comply with the Withholding Obligation within the time provided under Section 116 of the Income Tax Act.  
如果未根据第 15.4(c)(ii)条达成一致，兖矿应向高地资源或加拿大税务局（如适用）提供足够的资金或担保，以在《所得税法》第 116 条规定的时间内遵守扣缴义务。
- (d) The parties agree to cooperate in connection with obtaining the Clearance Certificate and making reasonable efforts to mitigate or defer any Withholding Obligation (including, if agreed between the parties (acting reasonably), using all reasonable endeavours to ensure that the Sale Shares can be qualified as a "treaty-protected property" under the Income Tax Act, and, if applicable, completing and filing the relevant Form T2062C with the Canada Revenue Agency within 30 days of the Completion Date as required under the Income Tax Act).  
双方同意就取得完税证明进行合作，并尽合理努力减轻或推迟任何扣缴义务(包括（如双方（均合理行事）同意）尽一切合理努力确保待售股份符合《所得税法》规定的"受条约保护的财产"，并按照《所得税法》的要求（如适用），在交割日期后 30 天内完成并向加拿大税务局提交相关表格 T2062C)。
- (e) Highfield must not, and must ensure that each Highfield Group Member does not:  
未经兖矿事先书面批准（不得无理拒绝或延迟给予该等批准），高地资源不得，且须确保每一高地资源集团成员不：
- (i) accept, compromise or pay;  
接受、妥协或支付兖矿在《所得税法》第 116 条项下的责任或义务；
  - (ii) agree to arbitrate, compromise or settle; or  
同意仲裁、妥协或和解兖矿在《所得税法》第 116 条项下的责任或义务；或
  - (iii) make any admission or take any action in relation to,  
就兖矿在《所得税法》第 116 条项下的责任或义务作出任何承认或采取任何行动，  
YK's liability or obligations under Section 116 of the Income Tax Act without the prior written approval of YK (which must not be unreasonably withheld or delayed).
- (f) YK indemnifies Highfield against:  
兖矿应就以下各项对高地资源进行补偿：

- (i) any Withholding Obligation payable by Highfield or any Highfield Group Member provided that clause 15.4 has been complied with by Highfield; and  
高地资源或任何高地资源集团成员承担的任何扣缴义务（前提是高地资源已遵守第15.4条的规定）；以及
- (ii) Tax Costs incurred by or on behalf of a Highfield Group Member or Yancoal Target Group Member to the extent those Tax Costs arise from or relate to any of the matters for which YK may be liable under clause 15.4(f)(i).  
高地资源集团成员或兖煤目标集团成员发生的或代表其发生的税务成本（前提是该等税务成本因兖矿根据第15.4(f)(i)条可能承担责任的任何事项而产生或与之相关）。

## 16. Confidentiality and announcements

### 保密和公告

#### 16.1 Agreed announcement

##### 同意发布的公告

A party may not make any other public announcement relating to this agreement or a Transaction Agreement (including the fact that the parties have executed this agreement or any Transaction Agreement) unless the other party has consented to the announcement, including the timing, form and content of that disclosure, or unless the announcement would be permitted under an exemption in clauses 16.2(a)(i) or 16.2(a)(ii).

一方不得发布与本协议或交易协议有关的任何其他公告（包括双方已签署本协议或任何交易协议这一事实），除非另一方同意该公告，包括该等披露的时间、形式和内容，或者除非根据第16.2(a)(i)或16.2(a)(ii)条中的豁免规定允许发布该公告。

#### 16.2 Confidentiality

##### 保密性

- (a) Each party (**recipient**) must keep secret and confidential, and must not divulge or disclose any information relating to another party or its business (which is disclosed to the recipient by the other party, its representatives or advisers) or any Transaction Agreement or the terms of the Transaction other than to the extent that:  
每一方（**接收方**）必须对与另一方或其业务（由另一方、其代表或顾问向接收方披露）或任何交易协议或交易条款相关的任何信息保密，且不得泄露或披露，但以下情况除外：
  - (i) the information is in the public domain as at the Execution Date (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the recipient);  
该信息在签署日期已进入公共领域（或随后非因违反对接收方具有约束力的保密义务而进入公共领域）；
  - (ii) the recipient is required to disclose the information by applicable law or the rules of any recognised stock exchange on which its shares or the shares of any of its Related Bodies Corporate are listed, provided that the recipient has to the extent possible having regard to the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;  
适用法律或接收方或其任何相关法人团体的股份上市所在的任何公认证券交易所的规则要求接收方披露该信息，前提是接收方在考虑所要求的披露时间后，已尽可能就披露的形式和内容与信息提供方进行协商；
  - (iii) the disclosure is made by the recipient to its financiers or lawyers, accountants, investment bankers, consultants or other professional advisers to the extent necessary to enable the recipient to properly perform its obligations under this agreement or to conduct their business generally, in which case the recipient must

ensure that such persons keep the information secret and confidential and do not divulge or disclose the information to any other person;

接收方向其财务人员或律师、会计师、投资银行家、顾问或其他专业顾问披露，但仅限于使接收方能够适当履行本协议规定的义务或开展一般业务所必需的范围，在此情况下，接收方必须确保上述人员对该信息保密，不向任何其他人泄露或披露；

- (iv) the disclosure is necessary to seek satisfaction of any of the Conditions in Schedule 3 or for the purposes of clause 13.3(a), provided that the relevant Governmental Agency is made aware of the confidential nature of the information and is instructed to keep the information secret and confidential and does not divulge or disclose the information to any other person;

为满足附表 3 中的任何条件或为第 13.3(a)条的目的而有必要披露，前提是相关政府机构知晓该信息的保密性质，并被告知需对该信息保密，且不向任何其他人泄露或披露；

- (v) the disclosure is required by law in Australia or elsewhere (other than under section 275 of the PPSA to the extent that disclosure is not required under that section if it would breach a duty of confidence);

澳大利亚或其他地方的法律要求披露（PPSA 第 275 条除外，如果在披露会违反保密义务的情况下该条不要求披露）；

- (vi) the disclosure is required for use in legal proceedings regarding this agreement or the Transaction; or

在有关本协议或交易的法律程序中需要披露；或

- (vii) the party to whom the information relates has consented in writing before the disclosure.

该信息涉及的一方在披露前已书面同意。

- (b) Each recipient must ensure that its directors, officers, employees, agents, representatives and Related Bodies Corporate comply in all respects with the recipient's obligations under this clause 16.2.

每一接收方必须确保其董事、高级职员、员工、代理、代表和相关法人团体在所有方面遵守本第 16.2 条规定的接收方义务。

- (c) From Completion, Highfield may disclose confidential information relating to the business of a Yancoal Target Group Member except to the extent that such information relates to a YK Group Member or its business.

从交割起，高地资源可以披露与兖煤目标集团成员业务相关的保密信息，但与兖矿集团成员或其业务相关的信息除外。

- (d) Nothing in this agreement is to be construed as constituting the consent of a party, with respect to a Security Interest created by this agreement, to the disclosure of the terms of this agreement for the purpose of section 275(7) of the PPSA. No party who is the grantor of a Security Interest under this agreement will, after the Execution Date, consent to the disclosure of the terms of this agreement to an interested person for the purpose of section 275 of the PPSA.

就本协议设定的担保权益而言，本协议的任何内容均不解释为构成一方同意为 PPSA 第 275(7)条之目的披露本协议的条款。作为本协议项下担保权益授予人的任何一方，在签署日期之后均不同意为 PPSA 第 275 条之目的向利害关系人披露本协议的条款。

- (e) To the extent not prohibited by the PPSA, each party that is the grantor of a Security Interest under this agreement waives its right to receive any notice otherwise required to be given by a secured party under section 157 (verification statements) or any other provision of the PPSA.

在 PPSA 不禁止的范围内，作为本协议项下担保权益授予人的每一方均放弃接收根据 PPSA 第 157 条（核查声明）或任何其他规定需由担保权人发出的任何通知的权利。

## 17. Exclusivity 排他性

### 17.1 No shop and no talk 不招揽，不谈判

During the Exclusivity Period, Highfield must not, and must ensure that each of its Related Persons does not, directly or indirectly:

在排他期内，高地资源不得，并须确保其每一相关人员不直接或间接：

- (a) **(no shop)** solicit, invite, encourage any inquiry, expression of interest, offer or proposal or initiate any discussion with any person in relation to, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or communicate to any person an intention to do anything referred to in this clause 17.1(a); or  
(不招揽) 就实际的、拟议的或潜在的竞争性提案招揽、邀请、鼓励任何询问、意向表达、要约或提案或与任何人展开任何讨论，或招揽、邀请、鼓励合理预计会鼓励或导致提出该等竞争性提案的任何询问、意向表达、要约或提案，或与任何人展开合理预计会鼓励或导致提出该等竞争性提案的任何讨论，或向任何人传达进行本第 17.1(a)条所述任何活动的意向；或
- (b) **(no talk)** subject to clause 17.2:  
(不谈判) 受限于第 17.2 条：
- (i) consider, participate in, continue any negotiations or discussions with respect to, any inquiry, expression of interest, offer, proposal or discussion by any person to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or participate in or continue any negotiations or discussions with respect to any actual, proposed or potential Competing Proposal;  
考虑、参与、继续进行与任何人旨在提出或合理预计会鼓励或导致提出实际的、拟议的或潜在的竞争性提案的任何询问、意向表达、要约、提案或讨论相关的任何谈判或讨论，或参与或继续进行与任何实际的、拟议的或潜在的竞争性提案有关的任何谈判或讨论；
- (ii) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an actual, proposed or potential Competing Proposal;  
谈判、接受或签订，或提议或同意谈判、接受或签订有关实际的、拟议的或潜在的竞争性提案的任何协议、安排或谅解；
- (iii) disclose or otherwise provide any non-public information about the business or affairs of the Highfield Group to a Third Party (other than a Governmental Agency) with a view to obtaining, or which would reasonably be expected to encourage or lead to receipt of, an actual, proposed or potential Competing Proposal (including, without limitation, providing such information for the purposes of the conduct of due diligence investigations in respect of the Highfield Group); or  
向第三方（政府机构除外）披露或以其他方式提供有关高地资源集团业务或事务的任何非公开信息，以期获得实际的、拟议的或潜在的竞争性提案，或向第三方（政府机构除外）披露或以其他方式提供合理预计会鼓励或导致收到该等竞争性提案的、有关高地资源集团业务或事务的任何非公开信息（包括但不限于为进行有关高地资源集团的尽职调查而提供该等信息）；或
- (iv) communicate to any person an intention to do anything referred to in the preceding paragraphs of this clause 17.1(b),  
向任何人传达进行本第 17.1(b)条前述各段所述任何活动的意图，

but nothing in this clause 17.1 prevents Highfield from making normal presentations to brokers, portfolio investors and analysts in the ordinary course of business or promoting the merits of the Transaction, *provided* that such conduct must not relate to an actual, proposed or potential Competing Proposal or otherwise conflict with clauses 17.1(a) or 17.1(b) and YK is first given a reasonable opportunity to review and comment on the content of such presentations promoting the merits of the Transaction.

但本第 17.1 条的任何内容均不妨碍高地资源在正常业务过程中向经纪人、投资组合投资者和分析师进行正常介绍或宣传交易的优点，前提是该等行为不得与实际的、拟议的或潜在的竞争性提案有关，也不得与第 17.1(a)或 17.1(b)条冲突，并且兖矿首先有合理的机会审阅该等宣传交易优点的介绍并提出意见。

## 17.2 Fiduciary exception 信托例外

Clause 17.1(b) does not prohibit any action or inaction by Highfield or any of its Related Persons in relation to an actual or proposed Competing Proposal if compliance with that clause would, in the opinion of the Highfield Board, formed in good faith after receiving written advice from its external legal advisers, constitute, or would be likely to constitute, a breach of any of the fiduciary or statutory duties of the directors of Highfield, provided that the actual or proposed Competing Proposal was not directly or indirectly brought about by, or facilitated by, a breach of clause 17.1(a).

如果高地资源董事会在收到外部法律顾问的书面意见后，本着诚信认为遵守第 17.1(b)条构成或可能会构成违反高地资源董事的任何受信责任或法定责任，则第 17.1(b)条不禁止高地资源或其任何相关人员就实际的或拟议的竞争性提案采取任何行动或不采取行动，前提是实际的或拟议的竞争性提案不是由违反第 17.1(a)条直接或间接引起，也不是由违反第 17.1(a)条促成。

## 17.3 Notification of approaches 告知接触

(a) During the Exclusivity Period, Highfield must as soon as possible (but within three Business Days of becoming aware of the matters set out below) notify YK in writing if it, or any of its Related Persons, becomes aware of any:

在排他期内，如果高地资源或其任何相关人员获知以下任何情况，高地资源必须尽快（但应在获知以下事项的三个工作日内）以书面形式通知兖矿：

(i) negotiations or discussions, approach or attempt to initiate any negotiations or discussions, or intention to make such an approach or attempt to initiate any negotiations or discussions in respect of any inquiry, expression of interest, offer, proposal or discussion in relation to an actual, proposed or potential Competing Proposal;

就与实际的、拟议的或潜在的竞争性提案有关的任何询问、意向表达、要约、拟议或讨论进行谈判或讨论、接触或试图启动任何谈判或讨论，或有意进行该等接触或试图启动任何谈判或讨论；

(ii) proposal made to Highfield or any of its Related Persons, in connection with, or in respect of any exploration or completion of, an actual, proposed or potential Competing Proposal; or

向高地资源或其任何相关人员提出的与探讨或完成实际的、拟议的或潜在的竞争性提案相关或有关的提案；或

(iii) provision by Highfield or any of its Related Persons of any non-public information concerning the business or operations of Highfield or the Highfield Group to any to a Third Party (other than a Governmental Agency) in connection with an actual, proposed or potential Competing Proposal,

高地资源或其任何相关人员向任何第三方（政府机构除外）提供与实际的、拟议的或潜在的竞争性提案有关的、涉及高地资源或高地资源集团业务或运营的任何非公开信息，

whether direct or indirect, solicited or unsolicited, and in writing or otherwise.

无论直接或间接的、邀请或未经邀请的、书面或其他形式的。

(b) A notification given under clause 17.3(a) must include:

根据第 17.3(a)条发出的通知必须载明:

- (i) the identity of the relevant person making or proposing the relevant actual, proposed or potential Competing Proposal;  
提出或建议相关实际的、拟议的或潜在的竞争性提案的相关人士的身份;
- (ii) all terms and conditions of the actual, proposed or potential Competing Proposal (including price and form of consideration, conditions precedent and termination events, proposed deal protection arrangements and timetable); and  
实际的、拟议的或潜在的竞争性提案的所有条款和条件 (包括价格和对价形式、先决条件和终止事件、拟议的交易保护安排和 timetable); 及
- (iii) all information which the relevant proposal provides regarding the funding of the actual, proposed or potential Competing Proposal.  
相关提案提供的有关实际的、拟议的或潜在的竞争性提案资金的所有信息。

#### 17.4 Matching right

##### 匹配权

(a) Without limiting clause 17.1(b), during the Exclusivity Period, Highfield:

在不限制第 17.1(b)条的前提下, 在排他期内, 高地资源:

- (i) must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which a Third Party, Highfield or both proposes or propose to undertake or give effect to an actual, proposed or potential Competing Proposal; and  
不得签订任何具有法律约束力的协议、安排或谅解 (无论是否为书面形式), 由此使第三方及/或高地资源提出开展或实施实际的、拟议的或潜在的竞争性提案; 及
- (ii) must use its reasonable endeavours to procure that none of its directors change their recommendation in favour of the Transaction to publicly recommend an actual, proposed or potential Competing Proposal (or recommend against the Transaction),  
必须尽合理努力确保其董事不会改变其赞成交易的建议, 转而公开推荐实际的、拟议的或潜在的竞争性提案 (或建议反对交易),

unless:

除非:

- (iii) the Highfield Board acting in good faith and in order to satisfy what the members of the Highfield Board consider to be their statutory or fiduciary duties (having received written advice from its external legal advisers and financial advisers) determines that the Competing Proposal would be a Superior Proposal;  
(在收到其外部法律顾问和财务顾问的书面意见之后) 高地资源董事会本着诚信, 为了履行高地资源董事会成员认为属其法定或受信责任的责任, 确定竞争性提案为更优提案;
- (iv) Highfield has provided YK, in writing, with:  
高地资源已向兖矿书面提供:
  - (A) the identity of the Third Party making the actual, proposed or potential Competing Proposal;  
提出实际的、拟议的或潜在的竞争性提案的第三方的身份;
  - (B) the material terms and conditions of the actual, proposed or potential Competing Proposal (including price and form of consideration, conditions

precedent and termination events, proposed deal protection arrangements and timetable); and

实际的、拟议的或潜在的竞争性提案的主要条款和条件（包括价格和对价形式、先决条件和终止事件、拟议的交易保护安排和 timetable）；及

(C) the reasons for the determination referred to in clause 17.4(a)(iii);  
作出第 17.4(a)(iii)条所述确定的原因；

(v) Highfield has given YK at least 10 Business Days after the date of the provision of the information referred to in clause 17.4(a)(iv) (**Matching Period**) to provide a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal; and

在提供了第 17.4(a)(iv)条中所述信息之日后，高地资源已经给予兖矿至少 10 个工作日的时间（**匹配期**），来提供与实际的、拟议的或潜在的竞争性提案条款相匹配或较之更优越的提案；及

(vi) YK has not announced or otherwise formally proposed to Highfield a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal by the expiry of the Matching Period.

兖矿在匹配期届满前，未公布或以其他方式向高地资源正式提出与实际的、拟议的或潜在的竞争性提案的条款相匹配或较之更优越的提案。

(b) Subject to clause 17.4(a)(iii), if YK proposes to Highfield, or announces, amendments to the Transaction that constitute a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal (**YK Counterproposal**) by the expiry of the Matching Period, Highfield must procure that the Highfield Board considers the YK Counterproposal and determines whether, acting reasonably and in good faith after consulting with its external legal advisers and financial advisers, the YK Counterproposal would provide an equivalent or superior outcome for Highfield Shareholders (as a whole) compared with the Competing Proposal, taking into account all terms and conditions of the YK Counterproposal.

受限于第 17.4(a)(iii)条，如果兖矿在匹配期届满之前，向高地资源提议或公布对交易的修订，而该修订构成与实际的、拟议的或潜在的竞争性提案条款相匹配或较之更优越的提案（**兖矿反提案**），高地资源必须确保高地资源董事会考虑兖矿反提案，并在咨询其外部法律顾问和财务顾问后，本着诚信且合理行事的情况下，在考虑兖矿反提案的所有条款和条件后，确定兖矿反提案是否将为高地资源股东（作为一个整体）提供等同于或优于竞争性提案的结果。

(c) Following the determination in clause 17.4(b):  
作出第 17.4(b)条中的确定后：

(i) Highfield must promptly notify YK in writing of the determination of the Highfield Board within two Business Days of the determination, stating reasons for the determination; and

高地资源必须在高地资源董事会作出确定后的 2 个工作日内，及时书面通知兖矿，并说明作出确定的原因；及

(ii) if the Highfield Board, acting reasonably and in good faith, determines that the YK Counterproposal would provide an outcome which is equivalent or superior for the Highfield Shareholders (as a whole) compared with the Competing Proposal, taking into account all of the terms and conditions of the YK Counterproposal, then YK and Highfield must use their best endeavours to agree the amendments to this agreement that are reasonably necessary to reflect the YK Counterproposal and to implement the YK Counterproposal, in each case as soon as reasonably practicable, and Highfield must use its best endeavours to procure that each of the directors of Highfield continues to recommend the Transaction (as modified by the YK Counterproposal) to Highfield Shareholders.

如果高地资源董事会本着诚信且合理行事的情况下，在考虑兖矿反提案的所有条款和条件后，确定兖矿反提案将为高地资源股东（作为一个整体）提供等同于或优于

竞争性提案的结果，则兖矿和高地资源必须尽其最大努力同意在合理可行的情况下尽快对本协议进行合理必要的修改以反映兖矿反提案，并实施兖矿反提案，且高地资源必须尽其最大努力促使高地资源的每名董事继续向高地资源股东推荐（经兖矿反提案修改的）交易。

- (d) For the avoidance of doubt, this clause 17.4(a) can operate in respect of more than one Competing Proposal.

为避免疑义，本第 17.4(a)条可适用于一份以上的竞争性提案。

- (e) Clause 17.4(b) does not apply to the extent that it requires Highfield or the Highfield Board to take, or omit to take, any action if in the opinion of the Highfield Board, formed in good faith after receiving written advice from its external legal advisers, that taking, or omitting to take, such action would constitute, or would be likely to constitute, a breach of any of the fiduciary or statutory duties of the directors of Highfield, provided that the actual, proposed or potential Competing Proposal was not directly or indirectly brought about by, or facilitated by, a breach of clause 17.1(a).

如果第 17.4(b)条要求高地资源或高地资源董事会采取或不采取任何行动，而高地资源董事会在收到其外部法律顾问的书面意见后本着诚信认为采取或不采取该等行动将构成或可能构成违反高地资源董事的任何受信责任或法定责任，则该条款不适用，前提是实际的、拟议的或潜在的竞争性提案不是由违反第 17.1(a)条直接或间接引起，也不是由违反第 17.1(a)条促成的。

## 17.5 Cease discussions

### 停止讨论

Highfield must cease any discussions or negotiations existing as at the Execution Date relating to: 高地资源必须停止在签署日期存在的与以下方面有关的任何讨论或谈判:

- (a) any actual, proposed or potential Competing Proposal; or 任何实际的、拟议的或潜在的竞争性提案；或
- (b) any transaction that would, or would reasonably be expected to, reduce the likelihood of success of the Transaction. 任何将会或合理预计会降低交易成功可能性的交易。

## 17.6 Provision of information

### 提供信息

During the Exclusivity Period, Highfield must as soon as possible provide YK with: 在排他期内，高地资源必须尽快向兖矿提供:

- (a) in the case of written materials, a copy of; and 如果是书面材料，下述信息的一份副本；及
- (b) in any other case, a written statement of, 在任何其他情况下，下述信息的书面声明，

any material non-public information about the business or affairs of Highfield or the Highfield Group disclosed or otherwise provided to any Third Party in connection with an actual, proposed or potential Competing Proposal that has not previously been provided to YK. For the avoidance of doubt, any such provision of information to a Third Party may only be undertaken if permitted by clause 17.2.

向任何第三方披露或以其他方式提供的与实际的、拟议的或潜在的竞争性提案有关的、任何有关高地资源或高地资源集团业务或事务的重要非公开信息，而这些信息之前没有提供给过兖矿。为避免疑义，只能第 17.2 条允许的情况下向第三方提供任何该等信息。

## 17.7 Compliance with law

### 遵守法律

If it is finally determined by a court, or the Takeovers Panel, that the agreement by the parties under this clause 17 or any part of it:

如果法院或收购委员会最终裁定，双方根据本第 17 条达成的约定或其任何部分：

- (a) constituted, or constitutes, or would constitute, a breach of the fiduciary or statutory duties of the Highfield Board;  
过去、现在或将来构成对高地资源董事会受信责任或法定责任的违反；
- (b) constituted, or constitutes, or would constitute, 'unacceptable circumstances' within the meaning of the Corporations Act; or  
过去、现在或将来构成《公司法》所指的"不可接受的情况"；或
- (c) was, or is, or would be, unlawful for any other reason,  
由于任何其他原因，过去、现在或将来是非法的，

then, to that extent (and only to that extent) Highfield will not be obliged to comply with that provision of clause 17.

那么，在此范围内（且仅在此范围内），高地资源没有义务遵守第 17 条的该规定。

## 18. Indemnity Amount

### 赔偿金额

### 18.1 Indemnity Amount triggers

#### 赔偿金额触发因素

Subject to clause 18.3, if during the Exclusivity Period Highfield has terminated this agreement under clause 19.3, unless:

受限于第 18.3 条，如果在排他期内，高地资源根据第 19.3 条终止本协议，除非：

- (a) Highfield is entitled to terminate this agreement under clause 19.1; or  
高地资源有权根据第 19.1 条终止本协议；或
- (b) the Independent Expert has concluded in the Independent Expert's Report (or any update, revision, amendment or supplement to that report) that the Transaction is not reasonable to Highfield Shareholders (except where the sole or dominant reason for that conclusion is due to the existence, announcement or publication of a Competing Proposal),  
独立专家在独立专家报告（或该报告的任何更新、修改、修订或补充内容）中得出结论认为交易对高地资源股东而言不合理（除非得出该结论的唯一或主要原因是竞争性提案的存在、公布或发布），

then Highfield must pay to YK the amount of A\$1,960,919 (Indemnity Amount).

则高地资源必须向兖矿支付 1,960,919 澳元（赔偿金额）。

### 18.2 Payment of Indemnity Amount

#### 支付赔偿金额

- (a) A demand by YK for payment of the Indemnity Amount under clause 18.1 must:  
兖矿根据第 18.1 条要求支付赔偿金额的，必须：
  - (i) be in writing;  
采用书面形式；
  - (ii) be made after the occurrence of the event in that clause giving rise to the right to payment of the Indemnity Amount;  
在该条款中导致有权获得赔偿金额的事件发生后作出；

- (iii) state the circumstances which give rise to the demand; and  
说明引起该要求的情况；及
  - (iv) nominate an account into which Highfield is to pay the Indemnity Amount.  
指定高地资源支付赔偿金额的收款账户。
- (b) Highfield must pay the Indemnity Amount into the account nominated by YK, without set-off or withholding, within 15 Business Days after receiving a demand for payment under clause 18.2 where YK are entitled under clause 18.1 to the Indemnity Amount.  
如果兖矿根据第 18.1 条有权获得赔偿金额，高地资源必须在收到第 18.2 条项下的付款要求后 15 个工作日内，将赔偿金额付至兖矿指定的账户，且不作抵销或预扣。

### 18.3 Compliance with law 遵守法律

If it is finally determined following the exhaustion of all reasonable avenues of appeal to the Australian Takeovers Panel or a court that all or any part of the Indemnity Amount required to be paid under clause 18.1 (**Impugned Amount**):

如果在向澳大利亚收购委员会或法院用尽所有合理上诉途径后，最终确定根据第 18.1 条要求支付的全部或任何部分的赔偿金额（**质疑金额**）：

- (a) is unlawful or unenforceable;  
不合法或不可执行；
- (b) involves a breach of directors' duties; or  
涉及违反董事职责；或
- (c) constitutes 'unacceptable circumstances' as declared by the Australian Takeovers Panel,  
构成澳大利亚收购委员会宣布的"不可接受的情况"，

then:  
则：

- (d) the requirement to pay the Indemnity Amount does not apply to the extent of the Impugned Amount; and  
支付赔偿金额的要求不适用于质疑金额；及
- (e) if YK have received the Impugned Amount, YK must refund it within five Business Days of the final determination being made.  
在兖矿已收到质疑金额的情况下，兖矿必须在最终确定作出后 5 个工作日内退还。

### 18.4 Exclusive remedy 唯一救济

Despite any other provision of this agreement, where the Indemnity Amount becomes payable to YK under this agreement (or would be payable if a demand was made), YK cannot make any Claim against Highfield in relation to any Loss to YK, any event or occurrence referred to in clause 18.1, and any and all Liability of YK in relation to any breach by Highfield of its obligations under this agreement or any breach of any Highfield Warranty.

尽管本协议有任何其他规定，如果根据本协议应向兖矿支付赔偿金额（或在提出要求的情况下应支付），兖矿不能就兖矿的任何损失、第 18.1 条所述的任何事件或情况以及兖矿对高地资源违反本协议项下义务或违反任何高地资源保证承担的任何及所有责任向高地资源提出任何索赔。

### 18.5 Indemnity Amount only payable once 赔偿金额仅支付一次

Where the Indemnity Amount becomes payable to YK under clause 18.1 and is actually paid to YK, YK cannot make any claim against Highfield for payment of any subsequent Indemnity Amount.  
如果根据第 18.1 条应向兖矿支付赔偿金额，并且实际支付给兖矿，兖矿不能向高地资源提出任何后续赔偿金额的索赔。

## **18.6 No Indemnity Amount if Transaction completes** **交易完成后无赔偿金额**

Despite anything to the contrary in this agreement, the Indemnity Amount will not be payable to YK if the Transaction completes, notwithstanding the occurrence of any event in clause 18.1 and, if this clause 18.6 applies, any amount or part of the Indemnity Amount that has already been paid to YK must be refunded by YK within 10 Business Days of the Completion Date.

尽管本协议有任何相反的规定，如果交易完成，即使发生第 18.1 条所述的任何事件，也不向兖矿支付赔偿金额，且如果本第 18.6 条适用，兖矿必须在交割日期后 10 个工作日内退还已支付给兖矿的赔偿金额的任何金额或部分。

## **19. Termination** **终止**

### **19.1 Termination by either party** **任何一方终止**

Either party may terminate this agreement at any time before Completion by written notice to the other party:

在下列情况下，任何一方均可在交割前随时以书面形式通知另一方终止本协议：

- (a) if the other party has materially breached this agreement, the party entitled to terminate has given written notice to the party in breach of this agreement setting out the relevant circumstances and stating an intention to terminate this agreement, and the other party has failed to remedy the breach within 10 Business Days (or any shorter period ending on the Business Day before the Completion Date) after the date on which the notice is given (in which case termination under this clause 19.1(a) will take effect at the expiry of that period);  
如另一方严重违反本协议，有权终止的一方已向违反协议的一方发出书面通知，列明相关情况并表明终止本协议的意向，而另一方未能在发出通知之日起 10 个工作日（或截至交割日期前的工作日的任何较短期限）内纠正违约行为（在此情况下，本第 19.1(a)条规定的终止将在该期限届满时生效）；
- (b) if a court of competent jurisdiction or Governmental Agency has issued any temporary, preliminary or final order, decree, law, regulation, injunction, decision or ruling, or taken other action, that prevents, makes illegal or prohibits the Transaction; or  
如果有管辖权的法院或政府机构发布任何临时、初步或最终命令、法令、法律、法规、禁令、决定或裁决，或采取其他行动，由此阻止、禁止交易或使交易不合法；或
- (c) in the circumstances set out in, and in accordance with, clause 3.8.  
在第 3.8 条规定的情况下，根据第 3.8 条的规定终止。

### **19.2 Termination by YK** **兖矿终止**

YK may terminate this agreement at any time before Completion by written notice to Highfield if:  
在下列情况下，兖矿可在交割前随时书面通知高地资源终止本协议：

- (a) any member of the Highfield Board fails to recommend the Transaction or any member of the Highfield Board withdraws, adversely revises or adversely modifies his or her recommendation that Highfield Shareholders vote in favour of the Highfield Shareholder Resolution; or

高地资源董事会的任何成员未能建议进行交易，或高地资源董事会的任何成员撤回、不利地修订或不利地修改其关于高地资源股东投票赞成高地资源股东决议的建议；或

- (b) any member of the Highfield Board makes a public statement indicating that they no longer recommend the Transaction or recommending, supporting or endorsing another transaction (including any Competing Proposal).

高地资源董事会的任何成员发表公开声明，表示其不再推荐交易，或推荐、支持或认可另一项交易（包括任何竞争性提案）。

The parties acknowledge and agree that the sole remedy of YK for any of the events in paragraphs (a) and (b) above is termination, and that YK shall have no right to damages or payment pursuant to any indemnity. YK also agrees to release the Highfield Board from any liability in connection with the events in paragraphs (a) and (b) above.

双方承认并同意，兖矿对上文(a)和(b)段所述任何事件的唯一补救办法是终止协议，兖矿无权根据任何赔偿取得损害赔偿或付款。兖矿还同意免除高地资源董事会与上文(a)和(b)段所述事件有关的任何责任。

### 19.3 Termination by Highfield 高地资源终止

Highfield may terminate this agreement by written notice to YK at any time before Completion if Highfield enters into a legally binding agreement with a Third Party to undertake or give effect to an actual Superior Proposal where expressly permitted by, and in accordance with, this agreement.

如果高地资源在本协议明确允许的情况下根据本协议与第三方签订具有法律约束力的协议以开展或实施实际的更优提案，高地资源可以在交割前随时书面通知兖矿终止本协议。

### 19.4 Effect of termination 终止的影响

If this agreement is terminated under clause 3.8, this clause 19, or clause 8.3(b), then:

如果本协议根据第 3.8 条、本第 19 条或第 8.3(b)条终止，则：

- (a) the parties will procure that each Transaction Agreement (if permitted by the terms of that contract) that has already been executed is terminated in accordance with its terms;  
双方将促使已签署的每份交易协议（如该合同条款允许）根据其条款终止；
- (b) each party is released from its obligations to further perform its obligations under this agreement and the Transaction Agreements, except those expressed to survive termination;  
每一方被解除进一步履行本协议和交易协议项下义务的义务，但明示在协议终止后继续有效的义务除外；
- (c) each party retains the rights it has against the other in respect of any breach of this agreement occurring before termination;  
对于终止前发生的任何违反本协议的行为，双方均保留针对对方的权利；
- (d) Highfield must return to YK or destroy all documents and other materials obtained from YK, subject to clause 19.6;  
高地资源必须向兖矿归还或销毁从兖矿处取得的所有文件及其他材料，前提是遵守第 19.6 条；
- (e) YK must return to Highfield or destroy all documents and other materials from Highfield, subject to clause 19.6; and  
兖矿必须向高地资源归还或销毁从高地资源处取得的所有文件及其他材料，前提是遵守第 19.6 条；及
- (f) the rights and obligations of each party under each of the following clauses and schedules will continue independently from the other obligations of the parties and survive termination of this agreement:

本协议终止后，每一方在以下各条款和附表下的权利和义务将独立于双方的其他义务继续有效：

- (i) clause 1 (Definitions and Interpretation);  
第 1 条（定义与解释）；
- (ii) clause 16 (Confidentiality and announcements);  
第 16 条（保密和公告）；
- (iii) clause 18 (Indemnity Amount);  
第 18 条（赔偿金额）；
- (iv) clause 19 (Termination);  
第 19 条（终止）；
- (v) clause 20 (Duties, costs and expenses);  
第 20 条（印花税、费用和开支）；
- (vi) clause 21 (GST); and  
第 21 条（商品及服务税）；及
- (vii) clause 23 (General).  
第 23 条（一般规定）。

#### **19.5 No other right to terminate or rescind** **无其他终止或解除权**

No party may terminate or rescind this agreement (including on the grounds of any breach of Warranty or misrepresentation that occurs or becomes apparent before Completion) except as permitted under clause 3.8, this clause 19, or clause 8.3(b).

任何一方均不得终止或解除本协议（包括以在交割前发生或显现的违反保证的行为或虚假陈述为由），除非第 3.8、19 或 8.3(b)条允许。

#### **19.6 Limited retention rights** **有限保留权**

For the purposes of clauses 19.4(d) and 19.4(e), a party:  
就第 19.4(d)和 19.4(e)条而言，一方：

- (a) is not required to destroy any documents and other materials in electronic form which is stored in automatic archival or backup systems and is only accessible by information technology specialists employed or engaged by the person; and  
无须销毁存储在自动存档或备份系统中且只有受雇或受聘于该人的信息技术专员才能访问的任何电子形式的文件及其他材料；及
- (b) may retain any documents and other materials but only to the extent necessary to comply with:  
可保留任何文件及其他材料，但仅限于遵守以下各项所需的范围内：
  - (i) the law or the requirements of a Governmental Agency; or  
法律或政府机构的要求；或
  - (ii) the person's reasonable internal governance procedures, including such information reasonably contained in the minutes or papers of a board, board committee or investment committee, with no more than a customary level of detail.  
该人合理的内部治理程序，包括董事会、董事会委员会或投资委员会的会议记录或文件中合理包含的信息，且详细程度不超过惯常水平。

#### **20. Tax, Duties, costs and expenses** **税款、印花税、费用和开支**

## 20.1 Tax and Duties 税款和印花税

- (a) Highfield must pay all Duty in respect of the execution, delivery and performance of this agreement and any agreement or document entered into or signed under this agreement and each Transaction Agreement.  
高地资源必须缴纳与签署、交付和履行本协议以及根据本协议和各交易协议订立或签署的任何协议或文件有关的所有印花税。
- (b) Except as otherwise expressly provided in this agreement, each of the parties shall be responsible for its respective obligations to pay for all capital gains, income, withholding or other Taxes arising from the execution, delivery and performance of this agreement.  
除非本协议另有明确规定，否则每一方应负责各自支付因签署、交付和履行本协议产生的所有资本收益税、所得税、预扣税或其他税款的义务。

## 20.2 Costs and expenses 成本和费用

- (a) Unless otherwise provided for in this agreement, each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this agreement and any other agreement or document entered into or signed under this agreement (including each Transaction Agreement).  
除非本协议另有规定，每一方必须支付自身与本协议及根据本协议（包括各交易协议）订立或签署的任何其他协议或文件的谈判、准备、签署、交付和登记有关的成本和费用。
- (b) Any action to be taken by Highfield or YK in performing its obligations under this agreement must be taken at its own cost and expense unless otherwise provided in this agreement.  
除非本协议另有规定，高地资源或兖矿在履行本协议规定的义务时采取的任何行动均须自负费用。

## 21. GST 商品及服务税

### 21.1 Definitions 定义

Words used in this clause 21 that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.

除非上下文另有所指，本第 21 条中使用的、具有商品及服务税法中的定义含义的词语与商品及服务税法中的含义相同。

### 21.2 GST 商品及服务税

- (a) Unless expressly included the consideration for any supply under or in connection with this agreement does not include GST.  
除非明确包含，否则本协议项下或与本协议有关的任何供应的对价均不含商品及服务税。
- (b) To the extent that any supply made under or in connection with this agreement is a taxable supply (other than any supply made under another agreement that contains a specific provision dealing with GST), the recipient must pay, in addition to the consideration provided under this agreement for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.

如果本协议项下或与本协议有关的任何供应属于应税供应（根据包含商品及服务税特定条款的另一协议提供的任何供应除外），则接收方除根据本协议为该供应提供的对价（除非该对价明确包含商品及服务税）外，还须支付一笔金额（额外金额），数额等于该对价的金额（或其商品及服务税专属市场价值）乘以就该供应征收商品及服务税的税率。接收方必须在支付额外金额所涉的对价的同时支付该金额。

- (c) Whenever an adjustment event occurs in relation to any taxable supply to which clause 21.2(b) applies:

每当发生与适用第 21.2(b)条的任何应税供应有关的调整事件时：

- (i) the supplier must determine the amount of the GST component of the consideration payable; and

供应商必须确定应付对价中商品及服务税部分的金额；及

- (ii) if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

如果该对价中的商品及服务税部分与之前支付的金额不同，则差额必须由接收方支付、向接收方退还或贷记（视情况而定）。

### 21.3 Tax invoices 税务发票

The supplier must issue a Tax Invoice to the recipient of a supply to which clause 21.2 applies no later than 7 days following payment of the GST inclusive consideration for that supply under that clause.

供应商必须不迟于根据第 21.2 条支付相关供应的含商品及服务税的对价后 7 天，向适用第 21.2(b) 条的供应的接收方开具税务发票。

### 21.4 Reimbursements 偿付

If either party is entitled under this agreement to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified; or by its representative member.

如果任何一方根据本协议有权从另一方获得与本协议有关的成本或费用的偿付或赔偿，则偿付或赔偿付款不得包括成本或费用中的商品及服务税部分，只要该成本或费用是被偿付或赔偿的一方或其代表成员进行的可抵扣收购的对价。

## 22. Notices 通知

### 22.1 Form of Notice 通知格式

A notice or other communication to a party under this agreement (**Notice**) must be: 根据本协议向一方发出的通知或其他通信（**通知**）必须：

- (a) in writing and in English; and  
采用书面形式和英文；及

- (b) addressed to that party in accordance with the party's address for Notices specified in the Details (or any alternative details nominated to the sending party by Notice).

按照详细信息中载明的该方接收通知的地址（或通过通知向发送方指定的任何其他详细信息）寄给该方。

## 22.2 How Notice must be given and when Notice is received

### 必须如何发出通知以及通知何时收到

- (a) A Notice must be given by one of the methods set out in the table below.  
通知必须通过下表所列方法之一发出。
- (b) A Notice is regarded as given and received at the time set out in the table below.  
通知在下表所列时间视为发出和收到。

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (business hours period), then the Notice will instead be regarded as given and received at the start of the following business hours period.

但是，如果这意味着通知将被视为在工作日上午 9:00 至下午 5:00（收件人时间）这一时间段（营业时间段）之外发出和收到，则通知将被视为在下一个营业时间段开始时发出和收到。

Method of giving Notice 发出通知的方法	When Notice is regarded as given and received 通知何时视为发出和收到
By hand to the nominated address 专人送至指定地址	When delivered to the nominated address 送达指定地址时
By prepaid post to the nominated address 通过预付邮资邮寄至指定地址	At 9.00am (addressee's time) on the second Business Day after the date of posting 邮寄日后第二个工作日上午 9:00（收件人时间）
By email to the nominated email address 通过电子邮件发送至指定电子邮件地址	One hour after the email was sent (as recorded on the device from which it was sent), unless within 24 hours of sending the email the sender receives an automated message that it was not delivered. （发送电子邮件的设备所记录的）电子邮件发送后一个小时，除非在电子邮件发送后 24 小时内发送方收到发送失败的自动信息。

## 22.3 Notice must not be given by electronic communication

### 不得以电子通信方式发出通知

A Notice must not be given by electronic means of communication (other than email as permitted in clause 22.2).

不得以电子通信方式（第 22.2 条允许的电子邮件除外）发出通知。

## 23. General 一般规定

### 23.1 Governing law and arbitration

#### 适用法律和仲裁

- (a) This agreement is governed by the law in force in New South Wales.  
本协议受新南威尔士州现行法律管辖。

- (b) Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) for the time being in force, which rules are deemed to be incorporated by reference in this clause, and:

因本协议（包括关于本协议的存在、效力或终止的任何问题）引起的或与之有关的任何争议应提交给新加坡国际仲裁中心（SIAC）根据现行有效的新加坡国际仲裁中心仲裁规则（SIAC 规则）（该等规则视为通过提述纳入本条）通过仲裁最终解决，并且：

- (i) the seat of arbitration shall be Singapore and the language of arbitration shall be English;  
仲裁地点为新加坡，仲裁语言为英文；
- (ii) the number of arbitrators shall be three (3), one of whom shall be nominated by the claimant(s), one by the respondent(s) and the third of whom, who shall act as Chairman of the Tribunal, shall be nominated by the two party nominated arbitrators, provided that if the third arbitrator has not been nominated within twenty (20) Business Days of the nomination of the second party nominated arbitrator, such third arbitrator shall be appointed by the President of the SIAC in accordance with the SIAC Rules;  
仲裁员人数应为三（3）名，其中一名由申请人提名，一名由被申请人提名，第三名担任仲裁庭主席的仲裁员应由双方提名的仲裁员提名，但是，如果第三名仲裁员未在第二方提名的仲裁员被提名后二十（20）个工作日内被提名，则应由 SIAC 主席根据 SIAC 规则任命该第三名仲裁员；
- (iii) the language to be used in the arbitral proceedings shall be English only;  
仲裁程序中使用的语言应仅为英语；
- (iv) by agreeing to arbitration, the parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction or attachment in aid of the arbitration, or order any interim or conservatory measure;  
双方同意仲裁并无意剥夺任何具有管辖权的法院裁定任何形式的临时救济的能力，包括协助仲裁的初步禁令或扣押，或命令采取任何临时或保全措施；
- (v) a request for such provisional remedy or interim or conservatory measure by a party to a court shall not be deemed a waiver of this agreement to arbitrate; and  
一方当事人向法院申请该等临时救济或临时或保全措施不应被视为放弃本仲裁约定；  
和
- (vi) the arbitral award rendered by the tribunal shall be final and binding on the parties.  
仲裁庭作出的仲裁裁决是终局的，对双方均有约束力。

## 23.2 Service of process

### 程序文件送达

Without preventing any other mode of service, any document in an action (including, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 22.

在不妨碍任何其他送达方式的情况下，诉讼中的任何文件（包括任何传票令状或其他原诉程序文件或任何第三方或其他方通知）均可通过下述方式送达任何一方：将文件递送至或置于第 22 条规定的该方的通知送达地址。

## 23.3 Invalidity and enforceability

### 无效和可执行性

If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

如果本协议的任何条款根据任何司法管辖区的法律无效，则该条款不属无效的部分可在该司法管辖区强制执行，无论其是否为可分割条款。

#### 23.4 Waiver 豁免

- (a) No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.  
本协议的任何一方均不得以任何其他方的言论或行为作为豁免任何权利的依据，除非豁免采用书面形式并由作出豁免的一方签署。
- (b) In this clause 23.4:  
在本第 23.4 条中：
- (i) **conduct** includes delay in the exercise of a right;  
行为包括延迟行使权利；
  - (ii) **right** means any right arising under or in connection with this agreement and includes the right to rely on this clause; and  
权利指本协议项下产生或与本协议有关的任何权利，包括依赖本条款的权利；及
  - (iii) **waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.  
豁免包括在权利和救济之间做出选择，以及其他情况下可能导致禁止反悔的行为。
- (c) A provision of, or a right, discretion or authority created under, this agreement may not be:  
本协议的规定或根据本协议设定的权利、酌情权或权限：
- (i) waived except in writing signed by the party granting the waiver; and  
经作出豁免的一方签署书面文件方可豁免；及
  - (ii) varied except in writing signed by the parties.  
经双方签署书面文件方可更改。
- (d) A failure or delay in exercise, or partial exercise, of a power, right, authority, discretion or remedy arising from a breach of, or default under this agreement does not result in a waiver of that right, power, authority, discretion or remedy.  
未行使或延迟行使或部分行使因违反或未履行本协议而产生的权力、权利、权限、酌情权或救济的，并不导致豁免该权利、权力、权限、酌情权或救济。

#### 23.5 Variation 变更

A variation of any term of this agreement must be in writing and signed by the parties.  
对本协议任何条款的更改必须以书面形式进行，并由双方签署。

#### 23.6 Assignment 转让

Rights arising out of or under this agreement are not assignable by a party without the prior written consent of the other party, and any purported assignment in contravention of this clause is void.  
未经另一方事先书面同意，一方不得转让由本协议产生或本协议项下的权利，并且任何违反本条规定试图进行的转让均无效。

### **23.7 Further action to be taken at each party's own expense** **每一方自负费用采取进一步行动**

Subject to clause 20, each party must, at its own expense, do all things and execute all documents necessary to give full effect to this agreement and the transactions contemplated by it and use reasonable endeavours to cause relevant third parties to do the same.

受限于第 20 条的规定，每一方必须自费采取一切必要行动和签署一切必要文件，以使本协议及其所拟的交易充分生效，并尽合理努力促使相关第三方这么做。

### **23.8 Relationship of the parties** **双方关系**

- (a) Nothing in this agreement gives a party authority to bind any other party in any way.  
本协议的任何条款均未授权一方以任何方式约束另一方。
- (b) Nothing in this agreement imposes any fiduciary duties on a party in relation to any other party.  
本协议的任何条款均未规定任何一方对任何其他方负有信托责任。

### **23.9 Exercise of rights** **行使权利**

- (a) Unless expressly required by the terms of this agreement, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this agreement.  
除本协议条款有明确要求外，一方在给予或拒绝给予本协议项下或与本协议有关的任何同意或批准，或行使本协议项下或与本协议有关的任何其他权利、权力、权限、酌情权或救济时，不必合理行事。
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this agreement. Any conditions must be complied with by the party relying on the consent, approval or waiver.  
一方可（无需合理行事）对其授予本协议项下或与本协议有关的任何同意或批准，或豁免本协议项下或与本协议有关的任何权利、权力、授权、酌情权或救济附加条件。依赖该等同意、批准或豁免的一方必须遵守任何条件。

### **23.10 Remedies cumulative** **补救措施累积**

- (a) Except as provided in this agreement and permitted by law, the rights, powers and remedies provided in this agreement are cumulative with and not exclusive to the rights, powers or remedies provided by law independently of this agreement.  
除本协议规定和法律允许的情况外，本协议规定的权利、权力和补救措施与独立于本协议之外的法律规定的权利、权力或补救措施之间是累积而非排他的。
- (b) Each party acknowledges that the remedy of damages may be inadequate to protect the interests of the parties for a breach of this agreement and that either party is entitled to seek and obtain specific performance if either party breaches, or threatens to breach this agreement, regardless of whether the Indemnity Amount has been paid.  
每一方承认，损害赔偿可能不足以就违反本协议保护双方的利益，如果任何一方违反或可能违反本协议，任何一方均有权寻求并取得强制履行，不论是否已支付赔偿金额。

### **23.11 Counterparts** **对应文本**

- (a) This agreement may be executed in at least four counterparts, with each party holding at least two counterparts.

本协议可以签署至少四份对应文本，每一方各执至少两份。

- (b) All counterparts, taken together, constitute one instrument.  
所有对应文本共同构成一份文书。
- (c) A party may execute this agreement by signing any counterpart.  
一方可通过签署任何对应文本来签署本协议。

### **23.12 No merger** 不合并

The Warranties, Highfield Warranties, undertakings and indemnities in this agreement will not merge on Completion.

本协议中的保证、高地资源保证、承诺和赔偿不会在交割时合并。

### **23.13 Entire agreement** 全部协议

This agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

本协议陈述了双方就其主题事项达成的协议的所有明示条款。本协议取代之之前所有关于其主题事项的讨论、谈判、谅解和协议。

### **23.14 No reliance** 不依赖

No party has relied on any statement by the other party not expressly included in this agreement. 任何一方均未依赖本协议中未明确包含的另一方的任何声明。

### **23.15 Default interest** 违约利息

- (a) If a party fails to pay any amount payable under this agreement on the due date for payment, that party must in addition to a continuing liability to pay the amount unpaid pay interest on the amount unpaid at the higher of the Interest Rate plus 3% per annum or the rate (if any) fixed or payable under any judgment or other thing into which the liability to pay the amount becomes merged.

如果一方未在付款到期日支付本协议项下的任何应付款项，则该方除了继续承担支付未付款项的责任外，还必须支付未付款项的利息，利率为年利率上浮 3%，或根据支付款项的责任被并入其中的任何判决或其他事项确定或应付的利率（如有），以两者中较高者为准。

- (b) The interest payable under clause 23.15(a):  
根据第 23.15(a)条应付的利息：
  - (i) accrues from day to day from and including the due date for payment up to and including the actual date of payment, before and, as an additional and independent obligation, after any judgment or other thing into which the liability to pay the amount becomes merged; and  
从付款到期日（含该日）起至实际付款日（含该日）止，在支付款项的责任被并入其中的任何判决或其他事项之前以及（作为一项额外和独立的义务）之后逐日计息；及
  - (ii) may be capitalised by the person to whom it is payable at monthly intervals on the basis of a 360 day year.  
收款人可按一年以 360 天计，每月收取。

- (c) The right to require payment of interest under this clause 23.15 is without prejudice to any other rights the non-defaulting party may have against the defaulting party at law or in equity. 根据本第 23.15 条要求支付利息的权利不影响非违约方根据法律或衡平法针对违约方可能拥有的任何其他权利。
- (d) A failure to pay any amount under this agreement is not remedied until both the amount unpaid and any interest payable under this clause 23.15 have been paid in full. 未支付本协议项下的任何款项的，在未支付的款项和根据本第 23.15 条应支付的任何利息均已全额支付之后方视为得到补救。

### **23.16 Benefits held on trust**

#### **信托持有利益**

- (a) YK holds the benefit of each indemnity, promise and obligation in this agreement expressed to be for the benefit of a director, officer or employee of a YK Group Member, or for the benefit of a YK Group Member or YK Group Representative or Adviser that is not a party to this agreement, on trust for that director, officer, employee, YK Group Member or YK Group Representative or Adviser.  
对于本协议中明示以充矿集团成员的董事、高级职员或员工为受益人，或以非本协议一方的充矿集团成员或充矿集团代表或顾问为受益人的每项赔偿、承诺和义务，充矿为该董事、高级职员、员工、充矿集团成员或充矿集团代表或顾问信托持有其利益。
- (b) Highfield holds the benefit of each indemnity, promise and obligation in this agreement expressed to be for the benefit of a director, officer or employee of a Highfield Group Member or a Yancoal Target Group Member, or for the benefit of a Highfield Group Member or a Yancoal Target Group Member that is not a party to this agreement, on trust for that director, officer, employee, Highfield Group Member or Yancoal Target Group Member.  
对于本协议中明示以高地资源集团成员或充煤目标集团成员的董事、高级职员或员工为受益人，或以非本协议一方的高地资源集团成员或充煤目标集团成员为受益人的每项赔偿、承诺和义务，高地资源为该董事、高级职员、员工、高地资源集团成员或充煤目标集团成员信托持有其利益。
- (c) Except where an indemnity, promise or obligation is expressly stated to be for the benefit of a third party, no person (including an employee) other than Highfield and YK, has or is intended to have any right, power or remedy or derives or is intended to derive any benefit under this agreement.  
除非赔偿、承诺或义务明确规定是为了第三方的利益，否则除高地资源和充矿外的任何人（包括员工）均没有亦不可拥有本协议规定的任何权利、权力或补救措施，也不获得亦不可获得本协议规定的任何利益。

### **23.17 Attorneys**

#### **代理人**

Each of the attorneys executing this agreement states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.  
签署本协议的每位代理人均声明，该代理人没有收到关于撤销指定该代理人的授权书的通知。

### **23.18 No withholdings**

#### **无预扣**

- (a) Subject to clause 15.4, Highfield and YK must make all payments that become due under this agreement, free and clear and without deduction of all present and future withholdings (including taxes, duties, levies, imposts, deductions and charges of Australia or any other jurisdiction).  
受限于第 15.4 条，高地资源和充矿必须支付本协议项下到期的所有款项，不得扣除任何现在和将来的预扣款（包括澳大利亚或任何其他司法管辖区的税收、关税、征税、进口税、扣款和费用）。

- (b) Subject to clause 15.4, if Highfield or YK is compelled by law to deduct any withholding, then in addition to any payment due under this agreement, it must pay to the other party (the recipient) such amount as is necessary to ensure that the net amount received by the recipient after withholding equals the amount the recipient would otherwise been entitled to if not for the withholding.

受限于第 15.4 条，如果法律强制规定高地资源或兖矿扣除任何预扣款，则除了根据本协议应支付的任何款项外，高地资源或兖矿还必须向另一方（收款人）支付必要的金额，以确保收款人在扣款后收到的净金额等于收款人在没有预扣款的情况下有权获得的金额。

### **23.19 Agent for service of process** **程序文件送达代理人**

YK appoints Dr. Zhang Lei of Suite 701, 31 Market Street, Sydney NSW 2000, Australia (**Agent**) as its agent to receive service of process for any proceedings arising out of or in connection with the subject matter of this agreement. YK undertakes to maintain this appointment until the earlier of the Completion Date and the Sunset Date, and agrees that any such process served on the Agent is taken to be served on YK.

兖矿指定地址位于 Suite 701, 31 Market Street, Sydney NSW 2000, Australia 的张磊博士（代理人）为其代理人，接收因本协议主题事项而产生或与之相关的任何诉讼程序的文件。兖矿承诺维持该委任，直至交割日期和日落日（以较早者为准），并同意任何送达代理人的法律程序文件均视为送达兖矿。

### **23.20 Language** **语言**

This agreement is written in both English and Chinese language. In the event of any inconsistency between the two language versions, the English version shall prevail.

本协议以英文和中文书写。如果两种语言版本之间存在任何不一致，应以英文版本为准。

# Schedule 1 – Warranties

## 附表 1- 保证

### 1. Ownership 所有权

#### 1.1 Ownership 所有权

At Completion:  
交割时:

- (a) **YK Seller is the legal and beneficial owner of the Sale Shares and has complete power and right to sell the Sale Shares to Highfield;**  
兖矿卖方是待售股份的法定实益拥有人，拥有向高地资源出售待售股份的全部权力和权利；
- (b) **Highfield will acquire all of the issued capital of Yancoal Target; and**  
高地资源将收购兖煤目标公司的全部已发行股本；以及
- (c) **Highfield will acquire the full legal and beneficial ownership of the Sale Shares free and clear of all Encumbrances, other than Permitted Encumbrance, subject to registration of Highfield in the register of shareholders.**  
待高地资源在股东名册上登记后，高地资源将获得待售股份的全部法定和实益所有权，且不附带任何权利负担（允许的权利负担除外）。

#### 1.2 No Encumbrances or other arrangements 无权利负担或其他安排

For each Yancoal Target Group Member:  
各兖煤目标集团成员:

- (a) **at Completion all of its shares are free and clear of all Encumbrances, other than Permitted Encumbrances;**  
在交割时，其所有股份均不附带任何权利负担（允许的权利负担除外）；
- (b) **its shares can be sold and transferred free of any competing rights, including pre-emptive rights or rights of first refusal;**  
其股份的出售和转让不受任何竞争权利的限制，包括优先购买权或优先认购权；
- (c) **its shares are fully paid, and no money is owing in respect of them;**  
其股份已全部缴清股款，没有拖欠任何款项；
- (d) **it is not under an obligation to issue, and no person has the right to call for the issue or transfer of, any shares or other securities in it at any time;**  
其没有义务发行，任何人也无权在任何时候要求发行或转让，其任何股份或其他证券；
- (e) **it has not issued securities with conversion rights to shares or securities in it and there are no agreements or arrangements under which options or convertible notes have been issued by it; and**  
其未曾发行过附带可转换成其股份或证券的转换权的证券，也没有据之发行过期权或可转换票据的协议或安排；以及

- (f) other than in respect of Yancoal Target, except as noted in the Disclosure Letter, all of its shares are legally and beneficially owned by such other Yancoal Target Group Member as is noted in the Disclosure Letter.

除披露函所述者外，其所有股份均由披露函所注明的其他兖煤目标集团成员（兖煤目标公司除外）合法实益拥有。

## 2. Power and authority

### 权力和权限

#### 2.1 No legal impediments

##### 无法律障碍

- (a) The execution, delivery and performance by YK of this agreement:

兖矿签署、交付和履行本协议：

- (i) complies with its constitution or other constituent documents; and  
遵守其章程或其他组织文件；以及

- (ii) does not constitute a breach of any law, or cause or result in a default under any agreement or Encumbrance, by which it is bound and that would prevent it from entering into and performing its obligations under this agreement.

不构成对任何法律的违反，也不造成或导致违反对其有约束力的、妨碍其签订和履行本协议项下义务的任何协议或权利负担。

- (b) Subject to satisfaction of the Conditions, this agreement and Completion do not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of its constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law (including, without limitation the Corporations Act, the FATA and the Competition and Consumer Act 2010 (Cth)), rule or regulation to which it is a party or is subject or by which YK or any of its Associates or Related Bodies Corporate is bound.

以条件获满足为前提，本协议和交割不会与任何义务（包括任何法定义务、合同义务或信托义务）相冲突，不会导致违反该等义务，也不会构成或导致违反其章程的任何规定或兖矿作为当事一方或须遵守的或对兖矿或其任何关联方或相关法人团体有约束力的任何协议、契约、令状、命令、禁令、判决、法律（包括但不限于《公司法》、FATA 和《2010 年竞争和消费者法》（澳大利亚联邦））、规则或规定。

- (c) YK is not acquiring the Highfield Shares issued as Scrip Consideration for the purposes of selling or transferring the Highfield Shares, or granting, issuing, or transferring interests in, or options over, the Highfield Shares.

兖矿收购作为对价股份发行的高地资源股份的目的不是为了出售或转让该等高地资源股份，也不是为了授予、发行或转让该等高地资源股份中的权益或期权。

- (d) YK is not a related party or Associate of Highfield or the Other Investors for the purposes of the Corporations Act or the Listing Rules.

就《公司法》或上市规则而言，兖矿不是高地资源或其他投资者的关联方或相关方。

- (e) YK is not acquiring any Highfield Shares issued as Scrip Consideration for or on account of one or more other persons.

兖矿并不是代表一个或多个其他人取得作为对价股份发行的任何高地资源股份的。

- (f) Any obligation of YK to pay monies under this agreement will be satisfied by funds that are from legitimate sources in connection with regular business activities, do not constitute the proceeds of crime as contemplated by the Proceeds of Crime Act 1987 or 2002 (Cth) (and equivalent legislation in any other relevant jurisdiction) and would not constitute a breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (and equivalent legislation in any other relevant jurisdiction), and YK is (and will be) in compliance

with the requirements of any equivalent laws or relevant obligations under anti-money laundering and counter-terrorism financing laws and regulations in the jurisdictions in which it is incorporated or carries on business to the extent that those laws and regulations apply to its obligations to pay money under this agreement.

兖矿根据本协议支付钱款的义务，将由与正常业务活动有关的正当来源提供的资金来支付，该等资金来源不构成 1987 年或 2002 年《犯罪所得法》（澳大利亚联邦）（和任何其他相关司法辖区的同等法律）所定义的犯罪所得，也不会违反 2006 年《反洗钱和反恐怖主义融资法》（澳大利亚联邦）（和任何其他相关司法辖区的同等法律），并且，兖矿现在和将来都遵守其注册或开展业务所在司法辖区的任何同等法律的要求或反洗钱和反恐怖主义融资法律法规项下的相关义务，只要这些法律法规对兖矿根据本协议支付钱款的义务适用。

## **2.2 Incorporation**

### **公司注册**

YK is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.

兖矿是根据其注册地的法律有效注册、组建并存续的。

## **2.3 Power and capacity**

### **权力和行为能力**

YK has full power and capacity to own its assets and, subject to satisfaction of the Conditions, enter into and perform its obligations under this agreement.

兖矿拥有持有其资产的全部权力和能力，并在条件获满足的前提下签订并履行本协议规定的义务。

## **2.4 Corporate Authorisations**

### **公司授权**

All necessary Authorisations for the execution, delivery and performance by YK of this agreement in accordance with its terms have been obtained or will be obtained before Completion, other than the consents and approvals referred to in the Conditions

兖矿根据本协议的条款签署、交付和履行本协议所需的所有必要授权均已经获得或将在交割前获得，但条件中提及的同意和批准除外。

## **2.5 Yancoal Target Group**

### **兖煤目标集团**

Each Yancoal Target Group Member:

各兖煤目标集团成员：

- (a) is duly incorporated under the laws of the place of its incorporation;  
根据其注册地法律正式注册成立；
- (b) has the power to own its assets and carry on the Yancoal Target Business as it is being carried on at Completion;  
有权力拥有其资产，并按照交割时的方式开展兖煤目标集团业务；
- (c) is duly registered and authorised to do business in those jurisdictions which, by the nature of its business and assets, makes registration or authorisation necessary; and  
已在那些因其业务和资产性质而有必要进行注册或取得授权的司法管辖区正式注册并获准开展业务；以及
- (d) has conducted the Yancoal Target Business in compliance with the constitution or other constituent documents of that Yancoal Target Group Member.  
一直按照该兖煤目标集团成员的章程或其他组织文件开展兖煤目标集团业务。

### 3. Yancoal Target Accounts 兖煤目标集团报表

The Yancoal Target Accounts:  
兖煤目标集团报表:

- (a) present fairly, in all material respects, the consolidated financial position and results of operations of the Yancoal Target Group as of the date and for the period indicated in the Yancoal Target Accounts; and  
在一切实质方面公平地体现了兖煤目标集团截至兖煤目标集团报表中所示日期以及在其中所示的期间的合并财务状况和经营业绩；及
- (b) were prepared in accordance with any applicable Accounting Standards and in a manner consistent with the basis of preparation described therein.  
乃根据任何适用的会计准则编制，并且采用的方式与其中所述编制依据一致。

### 4. Conduct of Business 业务开展

Since the Locked Box Date, the Yancoal Target Business has been carried on in the ordinary and usual course of business, and:  
自锁箱日以来，兖煤目标集团业务一直在正常和惯常的业务过程中进行，并且：

- (a) has not incurred any further Indebtedness; and  
未再产生任何债务；以及
- (b) other than as permitted by clause 5.2, none of the transactions or matters specified in clause 5.1 have occurred between the Locked Box Date and the Completion Date.  
除第 5.2 条允许的外，第 5.1 条所指明的交易或事项在锁箱日至交割日期之间未发生。

### 5. Indebtedness 债务

- (a) There are no financing agreements or arrangements entered into by a Yancoal Target Group Member for the borrowing of money, other than the Yancoal Target Shareholder Loan.  
除兖煤目标公司股东贷款外，兖煤目标集团成员均未订立与借款有关的任何融资协议或安排。
- (b) At Completion, no Yancoal Target Group Member will owe or has agreed to incur any Indebtedness.  
交割时，兖煤目标集团成员均不会欠下或已同意发生任何债务。
- (c) At Completion, if the Yancoal Target is not Yancoal Canada, the Yancoal Target Group will have no substantial liabilities or assets other than shares in Yancoal Canada and the liabilities and assets in Yancoal Canada.  
交割时，如果兖煤目标公司不是兖煤加拿大，则兖煤目标集团除在兖煤加拿大中持有的股份、承担的负债和持有的资产外，将不会有任何重大负债或资产。

## 6. Properties 不动产

### 6.1 Southey Freehold Surface Properties Southey 永久产权地上地产

- (a) The Disclosure Letter delivered by YK lists the legal description of all surface leases, easements, parcels or other surface rights owned by Yancoal Canada in relation to the Southey Project (collectively, the **Southey Freehold Surface Properties**).  
兖矿交付的披露函载明了兖煤加拿大就 Southey 项目拥有的所有地面租约、地役权、地块或其他地面权利（统称 **Southey 永久产权地上地产**）的法律描述。
- (b) Yancoal Canada is the registered holder and beneficial owner of, and is legally entitled to hold, an undivided 100% interest in each of the Southey Freehold Surface Properties and the only Encumbrances over or affecting the Southey Freehold Surface Properties are Permitted Encumbrances.  
兖煤加拿大是各 Southey 永久产权地上地产 100%不可分割权益的注册持有人和实益拥有人，并依法有权持有该等权益，且 Southey 永久产权地上地产上或影响 Southey 永久产权地上地产的唯一权利负担均为允许的权利负担。
- (c) As of the Execution Date, no Yancoal Target Group Member has received any written notice that any required extensions of any of the interests in the Southey Freehold Surface Properties will not be granted by the owner of such property or the relevant Governmental Agency, as the case may be.  
截至签署日期，任何兖煤目标集团成员均没有收到任何书面通知表明 Southey 永久产权地上地产的所有者或相关政府机构（视情况而定）不会批准对 Southey 永久产权地上地产中的任何权益进行任何必要的延期。
- (d) The Southey Freehold Surface Properties are in good standing on the date hereof and are free and clear of any Mining Encumbrance, except Permitted Encumbrances.  
在本协议签署之日，Southey 永久产权地上地产状况良好，除允许的权利负担外，不存在任何采矿权利负担。
- (e) Other than any Permitted Encumbrances, no Yancoal Target Group Member has any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent, or otherwise, matured or unmatured, including under any guarantee of any debt) to any third-party where it has pledged as security for such indebtedness the Southey Freehold Surface Properties, or any part thereof, or assets related to the Southey Freehold Surface Properties, or by which this Agreement would constitute an event of default, giving such third-party the right or option to claim, seize, foreclose, or execute against any of the Southey Freehold Surface Properties.  
除允许的权利负担外，任何兖煤目标集团成员均不存在对任何第三方负有的任何未偿债务或任何责任或义务（不论是已产生的、绝对的、或有的还是其他的，不论是否已到期，包括在任何债务的任何担保项下），而其已为该等债务作为担保质押了 Southey 永久产权地上地产或其任何部分或与之有关的资产，或这些债务、责任或义务导致本协议构成一项违约事件从而给予该第三对方针对任何 Southey 永久产权地上地产提出索偿或采取扣押、没收或执行行动的权利或选择权。
- (f) There is no existing adverse claim or challenge against Yancoal Canada's ownership of or title to any of the Southey Freehold Surface Properties and, so far as YK is aware, there is no basis therefor.  
不存在针对兖煤加拿大在任何 Southey 永久产权地上地产中的所有权或产权的任何现有不利索偿或质疑，并且，据兖矿所知，不存在会导致这种情况的任何依据。
- (g) No Yancoal Target Group Member has received or is aware of any notice, whether written or oral, from any Governmental Agency of any revocation or intention to revoke Yancoal Canada's interest in any of the Southey Freehold Surface Properties or any rights to access the Southey Freehold Surface Properties (other than those specified in the freehold surface

rights agreements listed in the Disclosure Letter delivered by YK, the conditions set forth in the Farm Ownership Exemption Order issued by the Farm Land Security Board (Saskatchewan) dated July 28, 2021, or arising under applicable law) or of any condemnation, expropriation or proceedings or intention or proposal to commence any such condemnation, expropriation or proceeding from any Governmental Agency in respect of the Southey Freehold Surface Properties.

任何兖煤目标集团成员均未收到（据其所知也不存在）任何政府机构发给其的任何书面或口头通知，表示将撤销或有意撤销兖煤加拿大在任何 Southey 永久产权地上地产中持有的权益或出入 Southey 永久产权地上地产的任何权利（但兖矿交付的披露函中列出的永久产权地上权利协议中规定的、萨斯喀彻温省农场土地保障委员会于 2021 年 7 月 28 日签发的农场所有权豁免令中所载的条件或适用法律项下产生的那些除外），也未曾收到任何政府机构发给其的、涉及 Southey 永久产权地上地产的其他书面或口头通知，表示将启动任何征收、征用或程序或有意或建议启动该等征收、征用或程序。

- (h) Other than as fairly disclosed in the Disclosure Materials prior to the Execution Date, the Yancoal Target Group has the exclusive occupation and quiet enjoyment of the Southey Freehold Surface Properties.

除签署日期前披露材料中适度披露的外，兖煤目标集团拥有 Southey 永久产权地上地产的独家占有权和安静享用权。

## 6.2 Crown Subsurface Mineral Leases

### 皇家地下矿产租赁权

- (a) Yancoal Canada is the registered holder and beneficial owner of, and is legally entitled to hold, an undivided 100% leasehold interest in each of the Crown Subsurface Mineral Leases and the only Encumbrances and Mining Encumbrances over or affecting the Crown Subsurface Mineral Leases are Permitted Encumbrances.

兖煤加拿大是每份皇家地下矿产租赁权不可分割的 100% 永久产权权益的注册持有人和实益拥有人，并依法有权持有该等永久产权权益。皇家地下矿产租赁权之上或影响皇家地下矿产租赁权的唯一权利负担和采矿权利负担为允许的权利负担；

- (b) Each Crown Subsurface Mineral Lease is in good standing on the date hereof with respect to the performance of all obligations in respect thereof required under applicable laws.

在本协议签署之日，每份皇家地下矿产租赁权在履行适用法律规定的所有义务方面均处于良好状态。

- (c) No Yancoal Target Group Member has any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent, or otherwise, matured or unmatured, including under any guarantee of any debt) to any third-party where it has pledged as security for such indebtedness the Crown Subsurface Mineral Leases, or any part thereof, or assets related to such leases, or by which this Agreement would constitute an event of default, giving such third-party the right or option to claim, seize, foreclose, or execute against any of the Crown Subsurface Mineral Leases.

任何兖煤目标集团成员均不存在对任何第三方负有的任何未偿债务或任何责任或义务（不论是已产生的、绝对的、或有的还是其他的，不论是否已到期，包括在任何债务的任何担保项下），而其已为该等债务作为担保质押了皇家地下矿产租赁权或其任何部分或与之有关的资产，或这些债务、责任或义务导致本协议构成一项违约事件从而给予该第三方针对任何皇家地下矿产租赁权提出索偿或采取扣押、没收或执行行动的权利或选择权。

- (d) YK is not aware of any Yancoal Target Group Member being in material breach of, or material default under, any of the Crown Subsurface Mineral Leases.

据兖矿所知，不存在任何兖煤目标集团成员严重违反任何皇家地下矿产租赁权或构成任何皇家地下矿产租赁权项下违约的情形。

- (e) Other than Permitted Encumbrances, there is no adverse claim or challenge against Yancoal Canada's ownership of or interest in any of the Crown Subsurface Mineral Leases and, so far as YK is aware, there is no basis therefor. Other than Permitted Encumbrances, there are no outstanding rights, agreements or obligations, or understandings capable of

becoming rights, agreements or obligations, to acquire any right, title or interest in or to the Crown Subsurface Mineral Leases or any part thereof, or to grant any interest in or Mining Encumbrance against the Crown Subsurface Mineral Leases or any part thereof and no person has any royalty or other interest whatsoever in the production of any minerals comprising the Crown Subsurface Mineral Leases, except the royalties payable to His Majesty the King in Right of Saskatchewan pursuant to the applicable laws and regulations. 除允许的权利负担外，不存在针对兖煤加拿大在任何皇家地下矿产租赁权中的所有权或产权的任何不利索偿或质疑，并且，据兖矿所知，不存在会导致这种情况的任何依据。除允许的权利负担外，不存在任何目前仍有效的、能够变为以下权利、协议或义务的任何权利、协议、义务或共识：获得皇家地下矿产租赁权或其任何部分中的任何权利、所有权或权益，或针对皇家地下矿产租赁权或其任何部分授予任何权益或采矿权利负担；并且，没有人在组成皇家地下矿产租赁权的任何矿产的生产中持有任何权益金或其他权益（但根据适用法律发给应付给萨斯卡彻温省国王陛下的权益金除外）。

- (f) No Yancoal Target Group Member has received or is aware of any notice, whether written or oral, from any Governmental Agency of any revocation or intention to revoke any interest of Yancoal Canada in the Crown Subsurface Mineral Leases (other than those specified in the Crown Subsurface Mineral Leases or arising under applicable law) or of any condemnation, expropriation or proceedings or proposal to commence any such condemnation, expropriation or proceeding from any governmental authority in respect of the Crown Subsurface Mineral Leases.

任何兖煤目标集团成员均未曾收到（据其所知也不存在）任何政府机构发给其的任何书面或口头通知，表示将撤销或有意撤销兖煤加拿大在皇家地下矿产租赁权中持有的任何权益（但皇家地下矿产租赁权中规定的或适用法律项下产生的那些除外），也未曾收到任何政府机构发给其的、涉及皇家地下矿产租赁权的其他书面或口头通知，表示将启动任何征收、征用或程序或建议启动该等征收、征用或程序。

- (g) Other than as fairly disclosed in the Disclosure Materials prior to the Execution Date, and subject to the terms and conditions of the Crown Subsurface Mineral Leases, the Crown Subsurface Mineral Leases grant Yancoal Canada the exclusive right to explore for, mine, work, recover, procure, remove, carry away and dispose of any subsurface minerals within the lease lands that are the subject of the Crown Subsurface Mineral Leases.

除签署日期前披露材料中适度披露的外，并且受限于皇家地下矿产租赁权的条款和条件，皇家地下矿产租赁权授予兖煤加拿大对作为皇家地下矿产租赁权标的的租赁地块内任何地下矿产进行勘探、采矿、工作、收回、获取、运走、带走和处置的独家权利。

## 7. Litigation, compliance and Authorisations 诉讼、合规和授权

### 7.1 No Yancoal Target Material Proceedings 没有兖煤目标集团重大诉讼

No Yancoal Target Group Member is as at the Execution Date a party to any investigation, prosecution or litigation that will, or would reasonably be likely to, have a material adverse effect on the Yancoal Target Group (**Yancoal Target Material Proceedings**).

截至签署日期，没有任何兖煤目标集团成员是任何调查、起诉或诉讼的一方，而该等调查、起诉或诉讼将或合理预计可能对兖煤目标集团产生重大不利影响（**兖煤目标集团重大诉讼**）。

## **7.2 No threatened Yancoal Target Material Proceedings** **没有威胁提起的兖煤目标集团重大诉讼**

So far as YK is aware, as at the Execution Date no Yancoal Target Material Proceedings against a Yancoal Target Group Member are pending or threatened and YK is not aware of any disputes that will, or would reasonably be likely to, give rise to any Yancoal Target Material Proceedings.

据兖矿所知，截至签署日期，没有任何待决的或威胁提起的、针对兖煤目标集团成员的兖煤目标集团重大诉讼，并且据兖矿所知，也不存在将引起或合理预计可能引起任何兖煤目标集团重大诉讼的任何争议。

## **7.3 Authorisations** **授权**

Each Yancoal Target Group Member has, or will have at Completion all necessary Authorisations (for the avoidance of doubt, such Authorisation does not include a Crown Subsurface Mineral Lease) material to conduct the Yancoal Target Business as it is being carried on at Completion (**Yancoal Target Material Authorisations**) and has paid all fees due in relation to them.

各兖煤目标集团成员均拥有或将在交割时拥有像交割时那样开展兖煤目标集团业务所需的所有重大授权（为避免疑义，该等授权不包括皇家地下矿产租赁权）（**兖煤目标集团重大授权**），并已支付与之相关的所有应付费用。

## **7.4 Compliance with Yancoal Target Authorisations** **遵守兖煤目标集团授权**

All Yancoal Target Material Authorisations have been complied with in all material respects by the relevant Yancoal Target Group Member.

相关的兖煤目标集团成员已在所有重要方面遵守所有兖煤目标集团重大授权。

## **7.5 Authorisations valid and subsisting** **有效和继续有效的授权**

All Yancoal Target Material Authorisations are valid and subsisting and no fact or circumstance has occurred which may cause the revocation or termination of any Yancoal Target Material Authorisation, nor the imposition of any condition or restriction that may limit the scope of any of the Yancoal Target Material Authorisations, other than any conditions or restrictions that are expressed in any of the Yancoal Target Material Authorisations (provided that such conditions or restrictions have been fairly disclosed to Highfield before the Execution Date).

所有兖煤目标集团重大授权均有效且继续有效，未发生任何可能导致撤销或终止任何兖煤目标集团重大授权的事实或情况，也未施加任何可能限制任何兖煤目标集团重大授权范围的条件或限制，但在任何兖煤目标集团重大授权中明示的任何条件或限制除外（前提是该等条件或限制在签署日期前已向高地资源公正地披露）。

## **8. Solvency** **偿付能力**

Neither YK, nor any Yancoal Target Group Member is the subject of an Insolvency Event.  
兖矿和任何兖煤目标集团成员均不是破产事件的主体。

## 9. Taxes and Duties 税款和印花税

### 9.1 Tax paid 已付税款

Any Tax or Duty arising under any Tax Law in respect of any transaction, event, income or assets of a Yancoal Target Group Member for all periods, and part periods, up to and including the time immediately before Completion, has or, will, before Completion, have been fully and timely paid. No Yancoal Target Group Member is under any liability to pay any penalty or interest in connection with any Tax.

兖煤目标集团成员在截至交割前（含交割时）的所有期间和该等期间的一部分，根据任何税法产生的与其任何交易、事件、收入或资产有关的任何税款或印花税，均已或均会在交割前全额及时支付。任何兖煤目标集团成员均没有就任何税款支付任何罚款或利息的任何责任。

### 9.2 Provision in Yancoal Target Accounts 兖煤目标集团报表中的拨备

Adequate provision has been made in the Yancoal Target Accounts for any Tax or Duty for which a Yancoal Target Group Member is liable, but which is unpaid in respect of any transaction or event occurring or income derived up to and including the 31 December 2023.

兖煤目标集团报表中已就兖煤目标集团成员有义务缴纳但尚未缴纳的、与截至 2023 年 12 月 31 日（含该日）发生的任何交易或事件或取得的收入有关的任何税款或印花税作出充分拨备。

### 9.3 Withholding tax 预扣税

Any obligation on a Yancoal Target Group Member under any Tax Law to withhold amounts at source has been complied with and such Yancoal Target Group Member has duly and timely remitted the same to the appropriate Governmental Agency.

兖煤目标集团成员已履行任何税法规定的源泉扣缴义务，且该兖煤目标集团成员已适当、及时将预扣税款汇付给相关政府机构。

### 9.4 Compliance with Tax Law 遵守税法

Each Yancoal Target Group Member has complied with all obligations imposed on that Yancoal Target Group Member by any Tax Law or as requested by any Governmental Agency.

各兖煤目标集团成员已遵守任何税法或任何政府机构要求该兖煤目标集团成员履行的所有义务。

### 9.5 No capital gains tax relief 无资本利得税减免

No Yancoal Target Group Member has sought capital gains tax relief under subdivision 126B of the ITAA 1997 or section 160ZZO of the ITAA 1936 in respect of any asset acquired by any Yancoal Target Group Member and that is still owned by any Yancoal Target Group Member immediately after Completion.

兖煤目标集团成员均未就该兖煤目标集团成员收购的、在紧接交割后仍由该兖煤目标集团成员拥有的任何资产根据 ITAA 1997 第 126B 款或 ITAA 1936 第 160ZZO 条寻求资本利得税减免。

### 9.6 Records 记录

Each Yancoal Target Group Member has maintained proper and adequate records to enable it to comply in all respects with its obligations to:

每一兖煤目标集团成员都保存了适当和充分的记录，使其能够在所有方面遵守以下义务：

- (a) prepare and submit any information, notices, computations, returns and payments required in respect of any Tax Law;  
准备和提交任何税法所要求的信息、通知、计算、申报表和缴纳;
- (b) prepare any accounts necessary for compliance with any Tax Law;  
编制遵守任何税法所需的报表;
- (c) support any position taken by a Yancoal Target Group Member; and  
支持任何兖煤目标集团成员采取的任何立场; 以及
- (d) retain necessary records as required by any Tax Law.  
保留任何税法要求的必要记录。

## **9.7 Returns submitted** **提交的纳税申报表**

Each Yancoal Target Group Member has submitted any necessary information, notices, computations and returns to the relevant Governmental Agency in respect of any Tax or any Duty relating to the Yancoal Target Group. All such information, notices, computations and returns were complete and correct in all respects. No Claim in writing has been made by any Governmental Agency in a jurisdiction where a Yancoal Target Group Member does not file Tax returns that it is or may be subject to taxation by that jurisdiction, and all deficiencies for Taxes asserted or assessed in writing against the Yancoal Target Group Member have been fully and timely paid or settled.

每一兖煤目标集团成员均已就与该兖煤目标集团成员相关的任何税款或任何印花税向相关政府机构提交了任何必要的信息、通知、计算和申报表。所有该等信息、通知、计算和申报表在所有方面均完整、正确。在该兖煤目标集团成员未提交纳税申报表的司法管辖区, 任何政府机构均未提出书面主张, 声称该兖煤目标集团成员需要或可能需要在该司法管辖区纳税, 并且以书面形式针对该兖煤目标集团成员主张或评定的所有税款差额均已全额、及时缴纳或结算。

## **9.8 No Tax audit** **无税务审计**

YK is not aware of any pending or threatened Tax or Duty audit relating to a Yancoal Target Group Member, other than the payroll audits contained in the Disclosure Materials.

除披露材料中的薪资审计外, 据兖矿所知, 不存在任何与任何兖煤目标集团成员有关的待决或威胁发起的税务或印花税审计。

## **9.9 No Tax disputes** **无税务争议**

There are no disputes between a Yancoal Target Group Member or YK's ultimate holding company and any Governmental Agency in respect of any Tax or Duty relating to a Yancoal Target Group Member.

兖煤目标集团成员或兖矿的最终控股公司与任何政府机构之间不存在涉及兖煤目标集团成员的、任何税款或印花税方面的任何争议。

## **9.10 GST** **商品及服务税**

Each Yancoal Target Group Member has complied in all respects with all laws, contracts, agreements or arrangements binding on it relating to GST (or any equivalent Tax imposed by a Governmental Agency) and, where a Yancoal Target Group Member has the right to require another party to any such agreement or arrangement to pay to it an amount of GST (or equivalent), it has enforced that right.

各兖煤目标集团成员在所有方面均遵守了对其具有约束力的与商品及服务税(或政府机构征收的任何同等税款)相关的所有法律、合同、协议或安排, 并且, 如果任何兖煤目标集团成员有权要求任何此类协议或安排的另一方向其支付一笔商品及服务税(或同等税款)金额, 该成员已执行了该权利。

### **9.11 No joint and several GST liability** **无连带商品及服务税责任**

No Yancoal Target Group Member is or will be required to pay any amounts arising from its joint and several liability for indirect tax amounts payable by YK's ultimate holding company in accordance with section 444-90(1) of Schedule 1 of the *Taxation Administration Act 1953*.  
任何兖煤目标集团成员现在或将来都不会被要求支付因其为兖矿的最终控股公司根据 1953 年《税收征管法》附件 1 第 444-90(1)条应缴纳的间接税承担连带责任而引起的任何金额。

### **9.12 Waiver** **放弃**

There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any Claim for, or the period for the collection or assessment or reassessment of, Taxes or Duty due from any of the Yancoal Target Group Member for any taxable period and no request for any such waiver or extension is currently pending.

不存在任何目前仍有效的协议，载明延长或放弃适用于任何兖煤目标集团成员在任何纳税期应缴税款或印花税的任何索赔的法定时效期限，或征收、评定或重新评定该等税款的期限，且目前没有关于任何该等放弃或延期的未决请求。

### **9.13 Harmonized Sales Tax** **统一销售税**

Each Yancoal Target Group Member, if legally required to do so, is duly registered under subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) and any similar provincial law. Each Yancoal Target Group Member, if legally required to do so, has timely collected paid and remitted to the appropriate Governmental Agency when required by law to do so, all amounts required to be collected, deemed to have been collected by it or that should have been collected or paid on account of all Taxes under Part IX of the *Excise Tax Act* (Canada) and, where applicable, under any similar provincial or other jurisdictions' value-added or sales tax Law.

如果法律有此要求，每一兖煤目标集团成员均已根据《消费税法》（加拿大）第九部分第五条第(d)款和任何类似省级法律正式完成相关登记。如果法律有此要求，每一兖煤目标集团成员均已及时收取要求其收取、视为己由其收取或应当由其收取的、与《消费税法》（加拿大）第九部分以及（如适用）任何类似省级或其他司法管辖区的增值税法或销售税法项下的税款有关的所有金额，并在法律要求的时间缴纳并汇付给相关的政府机构。

### **9.14 Transfer Pricing** **转让定价**

Each Yancoal Target Group Member is and has been in compliance in all respects with all applicable transfer pricing laws, including the execution and maintenance of contemporaneous documentation substantiating any transfer pricing practices and methodologies. All transactions or arrangements made by any Yancoal Target Group Member has been made on an arm's length basis.

每一兖煤目标集团成员现在和过去在所有方面均遵守所有适用的转让定价法律，包括签署和维持证明任何转让定价做法和方法的同期文件。任何兖煤目标集团成员进行的所有交易或安排均系按照公平交易原则进行。

### **9.15 No Income Inclusion** **不计入收入**

No Yancoal Target Group Member has made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax returns that could, in and of itself, require an amount to be included in the income of any Yancoal Target Group Member for any period ending after the Completion Date. None of sections 80, 80.01, 80.02, 80.03 or 80.04 of the *Income Tax Act* (Canada), or any similar provision of any applicable law, have applied or will apply to any Yancoal Target Group Member at any time up to and including the Completion Date. There are no circumstances which exist and would result

in, or which have existed and resulted in, Section 17 of the *Income Tax Act* (Canada) applying to any Yancoal Target Group Member.

兖煤目标集团成员均未做出、编制和/或提交任何与税款有关的下述选择、指定或类似备案，也未就税款或纳税申报表订立任何下述协议或其他安排：本身可能要求就截至交割日期后的任何期间将一定金额计入任何兖煤目标集团成员的收入。截至交割日期（包括交割日期），《所得税法》（加拿大）第 78、80、80.01、80.02、80.03 或 80.04 条或任何适用法律的任何类似规定均未亦不会在任何时候适用于任何兖煤目标集团成员。没有任何存在并将导致或本将存在并导致《所得税法》（加拿大）第 17 条适用于任何兖煤目标集团成员的情况。

#### **9.16 No Encumbrances** 无权利负担

There are no Encumbrances for Taxes upon the assets or properties of any Yancoal Target Group Member, other than with respect to Taxes not yet due and payable.

除尚未到期应缴的税款外，任何兖煤目标集团成员的资产或财产均不存在任何税款方面的权利负担。

#### **9.17 No Reportable Transactions** 无应申报交易

No Yancoal Target Group Member has participated in any transaction that is a "reportable transaction" for purposes of section 237.3 of the *Income Tax Act* (Canada) (or any substantially similar provision of any applicable law) or that is a "notifiable transaction" for purposes of section 237.4 of the *Income Tax Act* (Canada) (or any substantially similar provision of any applicable law). 兖煤目标集团成员均未参与任何下述交易：属于《所得税法》（加拿大）第 237.3 条（或任何适用法律的任何实质类似的规定）所述的"应申报交易"或《所得税法》（加拿大）第 237.4 条（或任何适用法律的任何实质类似的规定）所述的"应公布交易"。

#### **9.18 No agreements** 无协议

No Yancoal Target Group Member is a party to or bound by any Tax indemnity agreement, Tax-sharing agreement, Tax allocation agreement or similar contract (other than an agreement, the principal purpose of which does not relate to Taxes).

任何兖煤目标集团成员均不是任何税务赔偿协议、税务共担协议、税务分摊协议或类似合同（主要目的不涉及税务的任何协议除外）的当事一方或受到此类协议的约束。

#### **9.19 No adverse action** 无不利行动

No Yancoal Target Group Member has taken any act, or failed to take any act, which may adversely affect any ruling or determination from a Governmental Agency in respect of Tax or Duty, which ruling or determination relates specifically to the activities or transactions of that, or another, Yancoal Target Group Member after Completion.

没有任何兖煤目标集团成员采取任何行动或未采取任何行动，可能对政府机构就税款或印花税作出的任何裁决或决定产生不利影响，而该裁决或决定与该兖煤目标集团成员或另一兖煤目标集团成员在交割后的活动或交易具体相关。

#### **9.20 Anti-avoidance** 反避税条款

No Yancoal Target Group Member has entered into or been a party to any transaction which contravenes the anti-avoidance provisions of any Tax Law.

没有任何兖煤目标集团成员订立或参与任何交易，导致违反任何税法的反避税条款。

### **10. Accuracy of information** 信息的准确性

## 10.1 Information provided 提供的信息

YK has compiled the Data Room in good faith and has not knowingly withheld any information from Highfield that YK believed would affect Highfield's willingness to proceed with the Transaction on the terms of this agreement.

兖矿本着善意编制了数据室，没有故意向高地资源隐瞒任何兖矿认为会影响高地资源根据本协议条款进行交易的意愿的信息。

## 10.2 Data Room 数据室

So far as YK is aware, the factual information contained in the Data Room which has been prepared by or on behalf of YK is materially accurate, and so far as YK is aware, no such information has been omitted from Data Room which omission would render the information in the Data Room materially misleading.

据兖矿所知，数据室中由兖矿或代表兖矿编制的事实信息在实质方面是准确的，而且据兖矿所知，数据室中没有遗漏任何会使数据室中的信息在实质方面具有误导性的信息。

## 11. Indigenous matters 原住民事项

(a) YK has disclosed to Highfield all material information relating to the engagement, consultation and negotiations with Indigenous Groups by the Yancoal Target Group in respect of the Yancoal Target Business.

兖矿已向高地资源披露了与兖煤目标集团就兖煤目标集团业务与原住民群体进行接触、协商和谈判有关的所有重要信息。

(b) As of the Execution Date, to the knowledge of YK, there are no current or threatened claims by any Indigenous Groups that could reasonably be expected to materially adversely impact the Yancoal Target Business.

截至签署日期，据兖矿所知，没有任何原住民群体正在进行或拟将提起的索赔会对兖煤目标集团业务产生重大不利影响。

For the purposes of this Warranty 11, **Indigenous Groups** means aboriginal peoples of Canada as defined in Section 35(2) of the Constitution Act, 1982 (Canada), includes any group of such aboriginal peoples, and any "band" (as such term is defined in the Indian Act (Canada)), First Nation, tribal council, Métis community or other Indigenous group or organization.

就本保证 11 而言，**原住民群体**指 1982 年《加拿大宪法》第 35(2)节中定义的加拿大原住民人民，包括此类原住民人民的任何群体和任何“级别”（“级别”一词的定义见《加拿大印第安法案》中第一民族、部落理事会、梅蒂斯社区或其他原住民群体或组织）。

## 12. Compliance with laws 遵守法律

So far as YK is aware, each Yancoal Target Group Member has conducted its business in compliance with applicable laws in all material respects where non-compliance would, or would reasonably be likely to have a material adverse effect on the Yancoal Target Group.

据兖矿所知，各兖煤目标集团成员在开展业务时，在所有重大方面均遵守适用法律，而如果不遵守适用法律将或合理预计有可能对兖煤目标集团造成重大不利影响。

# Schedule 2 – Highfield Warranties

## 附表 2- 高地资源保证

### 1. Incorporation and power 成立与权力

#### 1.1 Incorporation 公司注册

Highfield is duly incorporated and validly exists under the provisions of the Corporations Act.  
高地资源已根据《公司法》的规定正式注册成立并有效存续。

#### 1.2 Power 权力

Highfield has the power to own its assets and to carry on its business as it is now being conducted.  
高地资源有权拥有其资产，并按目前的方式开展业务。

#### 1.3 Highfield Group 高地资源集团

Each Highfield Group Member:  
每一高地资源集团成员均：

- (a) is duly incorporated under the laws of the place of its incorporation;  
根据其注册地法律正式注册成立；
- (b) has the power to own its assets and carry on the Highfield Business as it is being carried on at Completion;  
有权力拥有其资产并按照交割时的方式开展高地资源业务；
- (c) is duly registered and authorised to do business in those jurisdictions which, by the nature of its business and assets, makes registration or authorisation necessary; and  
在那些因其业务和资产性质而有必要进行注册或取得授权的司法管辖区正式注册并获准开展业务；以及
- (d) has conducted the Highfield Business in compliance with the constitution or other constituent documents of that Highfield Group Member.  
一直按照该高地资源集团成员章程或其他组织文件开展高地资源业务。

### 2. Power and authority 权力和权限

#### 2.1 Power 权力

Highfield has the power and authority to enter into and perform its obligations under this agreement (subject to satisfaction of the Conditions) and it has taken all necessary corporate actions and obtained or effected all required authorisations (subject to satisfaction of the Conditions) to enable it to enter into, deliver, exercise its rights and perform its obligations under this agreement and the transactions contemplated by this agreement.

高地资源有权力和权限签订本协议并履行其在本协议项下的义务（在满足条件的前提下），而且其已采取了所有必要的公司行动，并获得或落实了所有必要的授权（在满足条件的前提下），以使其能够签订、交付本协议、行使其在本协议项下的权利并履行其在本协议项下的义务以及本协议拟进行的交易。

## **2.2 Binding obligations** **具有约束力的义务**

Subject to satisfaction of the Conditions, this agreement constitutes legal, valid and binding obligations upon Highfield enforceable in accordance with its terms by appropriate legal remedy. 在满足条件的前提下，本协议构成对高地资源的合法、有效和有约束力的义务，可根据其条款通过适当的法律救济强制执行。

## **2.3 No breach** **没有违反**

The Transaction does not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of Highfield's constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law (including, without limitation the Corporations Act), rule or regulation to which it is a party or is subject or by which it is bound.

交易不会与任何义务（包括任何法定义务、合同义务或信托义务）相抵触，不会导致违反任何义务（包括任何法定义务、合同义务或信托义务），也不会构成或导致违反高地资源章程的任何规定或其作为一方或对其有约束力的任何协议、契约、令状、命令、禁令、判决、法律（包括但不限于《公司法》）、规则或条例的任何重要规定。

## **3. Disclosure and information** **披露和信息**

### **3.1 Compliance with Listing Rule 3.1** **遵守上市规则第 3.1 条**

Highfield has at all times during the 12 months up to and including the Execution Date been, and continues to be, in compliance with Listing Rule 3.1 in all material respects and Highfield is not aware of any "excluded information" within the meaning of section 708A(7) of the Corporations Act which has not previously been announced to ASX other than in respect of the transactions contemplated by this agreement and the Investors Subscription Agreements, and disclosure of such "excluded information" by Highfield will be materially in the form of the draft announcement and investor presentation which Highfield has provided to YK.

在截至签署日期（含该日）的 12 个月内，高地资源在所有重大方面一直并将继续遵守上市规则第 3.1 条的规定。除涉及本协议和投资者认购协议拟进行的交易外，据高地资源所知，不存在任何《公司法》第 708A(7)条所指的“除外信息”此前未向 ASX 公布，高地资源对这些“除外信息”的披露将实质采用高地资源提供给“兖矿”的公告和投资者介绍草案的格式。

### **3.2 Information** **信息**

- (a) Save for the information referred to in paragraphs (b) and (c) below, no information provided to YK by Highfield is incomplete, false or misleading in any material respect. 除下文(b)和(c)段提及的信息外，高地资源向“兖矿”提供的任何信息在任何重要方面都没有不完整、虚假或具有误导性的情况。
- (b) No information provided to YK by Highfield which was prepared by a person other than Highfield and clearly marked as such, is, to the best of Highfield's knowledge, information and belief having made due and diligent enquiries, incomplete, false or misleading in any material respect.

高地资源向兖矿提供的任何信息，如果是由高地资源以外的人准备的并明确标明是由高地资源以外的人准备的，则据高地资源在作出审慎和勤勉的调查后所知、所悉和所信，这些信息在任何重要方面都没有不完整、虚假或具有误导性的情况。

- (c) To the extent that information provided to YK by Highfield was prepared by Highfield based on materials prepared by a person other than Highfield and reliance was placed by Highfield on such materials (and the reliance concerned was clearly marked), such information is to the best of Highfield's knowledge, information and belief having made due and diligent enquiries, not incomplete, false or misleading in any material respect.  
如果高地资源向兖矿提供的信息是由高地资源根据高地资源以外的人准备的材料编写的，而且高地资源依赖这些材料（并清楚地标明了有关的依赖），则据高地资源在作出审慎和勤勉的调查后所知、所悉和所信，这些信息在任何重要方面都没有不完整、虚假或具有误导性的情况。
- (d) No information provided by Highfield for use in preparation of the information referred to in paragraph (b) above, is incomplete, false or misleading in any material respect.  
高地资源提供的用于编制上文(b)段所述信息的资料在任何重要方面都没有不完整、虚假或具有误导性的情况。
- (e) Highfield has compiled the Data Room in good faith and has not knowingly withheld any information from YK that Highfield believed would affect YK's willingness to proceed with the Transaction on the terms of this agreement.  
高地资源已基于诚信汇编数据室，未故意向兖矿隐瞒高地资源认为会影响兖矿根据本协议条款开展交易之意愿的任何信息。
- (f) So far as Highfield is aware, the factual information contained in the Data Room which has been prepared by or on behalf of Highfield is materially accurate, and so far as Highfield is aware, no such information has been omitted from Data Room which omission would render the information in the Data Room materially misleading.  
据高地资源所知，高地资源自己或他人代表其编制的、数据室中包含的事实信息在实质方面均准确，并且，据高地资源所知，不存在数据室中遗漏此类信息的情况，而该等遗漏会导致数据室中的信息具有实质误导性。
- (g) Any statement of opinion, belief, expectation, intention or policy contained in the investor presentation, whether it relates to a future matter (including forward looking statements and forecast financial information) or otherwise, was (at the time made), made on reasonable grounds, after making due and careful enquiry using assumptions believed to be reasonable.  
投资者介绍中包含的任何意见、观点、预期、意向或政策陈述，不论涉及未来的事项（包括前瞻性陈述和预测财务信息）还是涉及其他，（在作出之时）都是基于合理的依据作出的，并且是在采用了被认为合理的假设进行尽职、审慎的调查后作出的。

#### 4. Scrip Consideration Compliance 对价股份的合规

- (a) The issue of the Scrip Consideration by Highfield without a prospectus or product disclosure statement does not and will not violate Highfield's constitution or any applicable laws.  
高地资源发行对价股份时没有招股说明书或产品披露声明，并且不会违反高地资源的章程或任何适用法律。
- (b) The Scrip Consideration is and will be in a class of securities that were quoted securities at all times in the three months prior to the date of issue of the Scrip Consideration and trading in that class of securities on ASX has not been suspended for more than a total of five days in the 12 months prior to the date of issue of the Scrip Consideration.  
对价股份目前属于且将来会属于在对价股份发行日期前三个月内始终有报价的一种类别证券，并且，在对价股份发行日期前 12 个月内，未发生对价股份在 ASX 以此类别证券交易被暂停总计超过 5 天的情形。

- (c) All relevant requirements of section 708A of the Corporations Act (including section 708A(5)(e) but excluding section 708A(11) and (12)) are fulfilled so as to enable an offer for sale of the Scrip Consideration without disclosure to investors within 12 months of the date of issue of the Scrip Consideration.  
《公司法》第 708A 条的所有相关要求（包括第 708A(5)(e)条但不包括第 708A(11)和(12)条）已经满足，从而能够在对价股份发行日期后 12 个月内发售对价股份而无需向投资者披露。
- (d) Highfield is not issuing the Scrip Consideration with the purpose of YK selling or transferring the Scrip Consideration, or granting, issuing, or transferring interests in, or options over, them.  
高地资源发行对价股份的目的，不是想让充矿出售或转让这些对价股份或授予、发行或转让其中的权益或其上面的期权。
- (e) The issue of the Scrip Consideration will not breach Listing Rule 7.1 or any other Listing Rule.  
发行对价股份不会违反上市规则第 7.1 条或任何其他上市规则。
- (f) Highfield has not engaged in conduct that is misleading or deceptive (including by omission) or is likely to mislead or deceive in relation to this agreement and the offer or issue of the Scrip Consideration, in each case in a material respect.  
高地资源未从事在本协议和对价股份的发售或发行的任何实质方面造成（或可能造成）误导或欺骗的行为（包括因不作为）。
- (g) Highfield is not aware of any reason why ASX would not grant quotation of all Scrip Consideration on ASX from Completion.  
据高地资源所知，不存在会使 ASX 拒绝从交割起允许所有对价股份在 ASX 报价的任何理由。

## 5. Highfield Shares and share capital 高地资源股份和股本

### 5.1 Proportion of capital 资本比例

The Scrip Consideration and the Subscription Shares will, upon issue, be fully paid.  
对价股份和认购股份一旦发行即属于缴足股款的股份。

### 5.2 Share capital 股本

At the Execution Date, Highfield has the following equity securities on issue:  
在签署日期，高地资源拥有以下已发行权益证券：

- (a) 392,183,733 Highfield Shares;  
392,183,733 股高地资源股份；
- (b) 19,931,052 unlisted options, which on satisfaction of the vesting conditions and exercise, entitle the holder to receive one Highfield Share;  
19,931,052 份非上市期权，在满足归属条件并行行使后，持有人有权就每份期权获得 1 股高地资源股份；
- (c) 2,652 unlisted Convertible Notes.  
2,652 张非上市可转换票据。

Other than the obligations of Highfield to issue Highfield Shares on exercise of any options specified above or conversion of the Convertible Notes specified above, or as has otherwise been announced

to ASX prior to the Execution Date, Highfield is not under any obligation to issue Highfield Shares to any person.

除了在上述任何期权行权或上述可转换票据转换时，或在签署日期之前已向 ASX 公布的情况下，高地资源有义务发行高地资源股份外，高地资源没有义务向任何人发行高地资源股份。

### **5.3 Ranking 地位**

The Scrip Consideration and the Subscription Shares will, on issue, rank equally in all respects with existing issued fully paid Highfield Shares, including the payment of any distributions following allotment.

对价股份和认购股份在发行时将在所有方面与现有已发行的缴足股款的高地资源股份享有同等地位，包括在配发后支付任何分配。

### **5.4 No Encumbrances 无权利负担**

At Completion, the Scrip Consideration and the Subscription Shares will be issued, and YK will acquire the full legal and beneficial ownership of the Scrip Consideration and the Subscription Shares, free from all Encumbrances.

于交割时，对价股份和认购股份将在不附带任何权利负担的情况下发行，并且，兖矿将取得对价股份和认购股份的全部法定实益所有权，且该等所有权上不附带任何权利负担。

### **5.5 No restriction 无限制**

Subject only to the satisfaction of the Conditions, there is no restriction on issue of the Scrip Consideration or the Subscription Shares to YK or its YK Nominee.

在条件获满足的前提下，向兖矿或兖矿被指定人发行对价股份或认购股份不受任何限制。

## **6. Highfield Accounts 高地资源报表**

The Highfield Accounts:

高地资源报表：

(a) present fairly, in all material respects, the consolidated financial position and results of operations of the Highfield Group as of the date and for the period indicated in such Highfield Accounts; and

在一切实质方面公平地体现了高地资源集团截至高地资源报表中所示日期以及在其中所示的期间的合并财务状况和经营业绩；及

(b) were prepared in accordance with any applicable Accounting Standards and in a manner consistent with the basis of preparation described therein.

乃根据任何适用的会计准则编制，并且采用的方式与其中所述的编制依据一致。

## **7. Conduct of business 业务开展**

Since the Locked Box Date, the Highfield business has been carried on in the ordinary and usual course of business, and:

自锁箱日以来，高地资源业务一直在正常和惯常的业务过程中进行，并且：

(a) has not incurred any further Indebtedness; and  
未再产生任何债务；以及

- (b) other than as permitted by clause 6.2, none of the transactions or matters specified in clause 6.1 have occurred between the Locked Box Date and the Completion Date.  
除第 6.2 条允许的外, 第 6.1 条所指明的交易或事项在锁箱日至交割日期之间未发生。

## 8. Indebtedness and no Encumbrances 债务且无权利负担

- (a) There are no financing agreements or arrangements entered into by a Highfield Group Member for the borrowing of money, other than the Convertible Note Deeds and the Senior Loan Facility.  
除可转换票据契约和优先贷款外, 高地资源集团成员均未订立与借款有关的任何融资协议或安排。
- (b) At Completion, no Highfield Group Member will owe or has agreed to incur any Indebtedness.  
交割时, 高地资源集团成员均不会欠下或已同意发生任何债务。
- (c) All Encumbrances created under the Share Pledge and the Australian Security Document will be automatically released and discharged in accordance with its terms on Completion.  
股份质押协议和澳大利亚担保文件项下设置的所有权利负担都将在交割时按照其条款自动解除。

## 9. Properties 不动产

### 9.1 Muga Project Properties Muga 项目地产

- (a) Geocalci is the registered holder and beneficial owner of, and is legally entitled to hold, an undivided 100% interest in each of the Muga Freehold Properties, the Muga Leasehold Properties, the Land Option Agreements, the Lands under Expropriation Proceedings and the Public Utility Mount Authorization (collectively, the **Muga Project Properties**) and the only Encumbrances over or affecting the Muga Project Properties are Permitted Encumbrances.  
Geocalci 是 Muga 永久产权地产、Muga 租赁地产、土地期权协议、征用地块和公益山区地块授权 (统称 Muga 项目地产) 100%不可分割权益的注册持有人和实益拥有人, 并依法有权持有该等权益, 且 Muga 项目地产上或影响 Muga 项目地产的唯一权利负担为允许的权利负担;
- (b) So far as Highfield is currently aware, there is no current evidence that any required extensions of any of the interests in the Muga Project Properties will not be granted by the owner of such property or the relevant Government Agencies, as the case may be.  
就高地资源目前所知, 目前没有证据表明 Muga 项目地产的所有者或相关政府机构 (视情况而定) 不会批准对 Muga 项目地产中的任何权益进行任何必要的延期。
- (c) The Muga Project Properties is in good standing on the date hereof and are free and clear of any Mining Encumbrance, except Permitted Encumbrances.  
在本协议签署之日, Muga 项目地产状况良好, 除允许的权利负担外, 不存在任何采矿权利负担。
- (d) Other than any Permitted Encumbrances, no Highfield Group Member has any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent, or otherwise, matured or unmatured, including under any guarantee of any debt) to any third-party where it has pledged as security for such indebtedness the Muga Project Properties,

or any part thereof, or assets related to the Muga Project Properties, or by which this Agreement would constitute an event of default, giving such third-party the right or option to claim, seize, foreclose, or execute against any of the Muga Project Properties.

除允许的权利负担外，任何高地资源集团成员均不存在对任何第三方负有的任何未偿债务或任何责任或义务（不论是已产生的、绝对的、或有的还是其他的，不论是否已到期，包括在任何债务的任何担保项下），而其已为该等债务作为担保质押了 Muga 项目地产或其任何部分或与之有关的资产，或这些债务、责任或义务导致本协议构成一项违约事件从而给予该第三方面对任何 Muga 项目地产提出索偿或采取扣押、没收或执行行动的权利或选择权。

- (e) There is no existing adverse claim or challenge against Geoalcali's ownership of or title to any of the Muga Project Properties and, so far as Highfield is aware, there is no basis therefor.  
不存在针对 Geoalcali 在任何 Muga 项目地产中的所有权或产权的任何现有不利索偿或质疑，并且，据高地资源所知，不存在会导致这种情况的任何依据。
- (f) No Highfield Group Member has received or is aware of any notice, whether written or oral, from any Governmental Agency of any revocation or intention to revoke Geoalcali's any interest in any of the Muga Project Properties or any rights to access the land area of and in and around the Muga Project Properties or of any condemnation, expropriation or proceedings or intention or proposal to commence any such condemnation, expropriation or proceeding in respect of the Muga Project Properties.  
任何高地资源集团成员均未收到（据其所知也不存在）任何政府机构发给其的任何书面或口头通知，表示将撤销或有意撤销 Geoalcali 在任何 Muga 项目地产中持有的任何权益或出入 Muga 项目地产的或之内或周围区域的任何权利，也未曾收到涉及 Muga 项目地产的其他书面或口头通知，表示将启动任何征收、征用或程序或有意或建议启动该等征收、征用或程序。
- (g) Other than as fairly disclosed in the Disclosure Materials prior to the Execution Date, Highfield Group has the exclusive occupation and quiet enjoyment of the Muga Project Properties.  
除签署日期前披露材料中适度披露的外，高地资源集团拥有 Muga 项目地产的独家占有权和安静享用权。
- (h) So far as Highfield is currently aware, there is no evidence as at the Execution Date that the available loan facility under the Senior Loan Facility and the aggregate amount of subscription proceeds under the Investors Subscription Agreements (inclusive of the Subscription Amount) payable by the Investors at Completion will not be sufficient to cover the required total funding for the construction and development of phase 1 of the Muga Project, the Southey Project development and construction assessment, and the daily working capital needs of Highfield.  
就高地资源目前所知，于签署日期没有证据表明优先贷款项下的可用贷款和投资者在交割时应支付的投资者认购协议下的认购款总额（包括认购金额）不足以支付 Muga 项目第 1 期建设和开发、Southey 项目开发和建设评估以及高地资源日常营运资金需求所需的总资金。

## 9.2 Muga Mining Concessions

### Muga 采矿特许权

- (a) Geoalcali is the registered holder and beneficial owner of, and is legally entitled to hold, an undivided 100% interest in each of the Muga Mining Concessions and the only Encumbrances and Mining Encumbrances over or affecting the Muga Mining Concessions are Permitted Encumbrances.  
Geoalcali 是每份 Muga 采矿特许权不可分割的 100% 权益的注册持有人和实益拥有人，并依法有权持有该等权益，Muga 采矿特许权之上或影响 Muga 采矿特许权的唯一权利负担和采矿权利负担为允许的权利负担；
- (b) Each of the Muga Mining Concessions is in good standing on the date hereof with respect to the performance of all material obligations in respect thereof required under applicable laws.

在本协议签署之日，每份 Muga 采矿特许权在履行适用法律规定的所有重大义务方面均处于良好状态。

- (c) **No Highfield Group Member has any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent, or otherwise, matured or unmatured, including under any guarantee of any debt) to any third-party where it has pledged as security for such indebtedness the Muga Mining Concessions, or any part thereof, or assets related to such leases, or by which this Agreement would constitute an event of default, giving such third-party the right or option to claim, seize, foreclose, or execute against any of the Muga Mining Concessions.**  
任何高地资源集团成员均不存在对任何第三方负有的任何未偿债务或任何责任或义务（不论是已产生的、绝对的、或有的还是其他的，不论是否已到期，包括在任何债务的任何担保项下），而其已为该等债务作为担保质押了 Muga 采矿特许权或其任何部分或与之有关的资产，或这些债务、责任或义务导致本协议构成一项违约事件从而给予该第三针对任何 Muga 采矿特许权提出索偿或采取扣押、没收或执行行动的权利或选择权。
- (d) **Highfield is not aware of any Highfield Group Member being in material breach of, or material default under, any of the Muga Mining Concessions.**  
据高地资源所知，不存在任何高地资源集团成员严重违反任何 Muga 采矿特许权或构成任何 Muga 采矿特许权项下违约的情形。
- (e) **Other than Permitted Encumbrances, there is no adverse claim or challenge against Geoalcali's ownership of or interest in any of the Muga Mining Concessions and, so far as Highfield is aware, there is no basis therefor, or no outstanding rights, agreements or obligations, or understandings capable of becoming rights, agreements or obligations, to acquire any right, title or interest in or to the Muga Mining Concessions or any part thereof, or to grant any interest in or Mining Encumbrance against the Muga Mining Concessions or any part thereof and no person has any royalty or other interest whatsoever in the production of any minerals comprising the Muga Mining Concessions.**  
除允许的权利负担外，不存在针对 Geoalcali 在任何 Muga 采矿特许权中的所有权或产权的任何不利索偿或质疑，并且，据高地资源所知，不存在会导致这种情况的任何依据，不存在任何目前仍有效的、能够变为以下权利、协议或义务的任何权利、协议、义务或共识：获得 Muga 采矿特许权或其任何部分中的任何权利、所有权或权益，或针对 Muga 采矿特许权或其任何部分授予任何权益或采矿权利负担；并且，没有人在组成 Muga 采矿特许权的任何矿产的生产中持有任何权益金或其他权益。
- (f) **No Highfield Group Member has received or is aware of any notice, whether written or oral, from any Governmental Agency of any revocation or intention to revoke Geoalcali's any interest in the Muga Mining Concessions (other than those specified in the Muga Mining Concessions or arising under applicable law) or of any condemnation, expropriation or proceedings or intention or proposal to commence any such condemnation, expropriation or proceeding in respect of the Muga Mining Concessions.**  
任何高地资源集团成员均未收到（据其所知也不存在）任何政府机构发给其的任何书面或口头通知，表示将撤销或有意撤销 Geoalcali 在 Muga 采矿特许权中持有的任何权益（但 Muga 采矿特许权中规定的或适用法律项下产生的那些除外），也未曾收到涉及 Muga 采矿特许权的其他书面或口头通知，表示将启动任何征收、征用或程序或有意或建议启动该等征收、征用或程序。
- (g) **Other than as fairly disclosed in the Disclosure Materials prior to the Execution Date, the Highfield Group has the exclusive occupation and quiet enjoyment of the Muga Mining Concessions.**  
除签署日期前披露材料中适度披露的外，高地资源集团拥有 Muga 采矿特许权的独家占有权和安静享用权。

### 9.3 Pending land 待定地块

- (a) Geoalcali has or will have, upon execution of the relevant options or notarization of the Land Option Agreements and granting of the Public Utility Mount Authorization by the Regional Government of Navarra, the exclusive occupation and quiet enjoyment of the relevant Muga Project Properties.  
在相关期权签署或土地期权协议公证且 Navarra 地区政府授予公益山区地块授权后，Geoalcali 拥有或将拥有相关 Muga 项目地产的独家占用和平静受益权。
- (b) Geoalcali has obtained right to utilise the Pending Land for the construction of Muga Project, and the unsettled land prices for the Pending Land (if any) shall not affect that Highfield Group's right to utilize the Pending Land for Muga Project construction.  
Geoalcali 已取得将待定地块用于建设 Muga 项目的权利，并且，待定地块的未结地价（如有）不影响高地资源集团将待定地块用于建设 Muga 项目的权利。

## 10. Litigation, compliance and Authorisations 诉讼、合规和授权

### 10.1 No Highfield Material Proceedings 没有高地资源重大诉讼

No Highfield Group Member is as at the Execution Date a party to any investigation, prosecution or litigation that will, or would reasonably be likely to, have a material adverse effect on the Highfield Group (**Highfield Material Proceedings**).

截至签署日期，没有任何高地资源集团成员是任何调查、起诉或诉讼的一方，而该等调查、起诉或诉讼将或合理预计可能对高地资源集团产生重大不利影响（**高地资源重大诉讼**）。

### 10.2 No threatened Highfield Material Proceedings 没有威胁提起的高地资源重大诉讼

So far as Highfield is aware, as at the Execution Date no Highfield Material Proceedings against a Highfield Group Member are pending or threatened and Highfield is not aware of any disputes that will, or would reasonably be likely to, give rise to any Highfield Material Proceedings.

据高地资源所知，截至签署日期，没有任何待决的或威胁提起的、针对任何高地资源集团成员的高地资源重大诉讼，并且据高地资源所知，也不存在将引起或合理预计可能引起任何高地资源重大诉讼的任何争议。

### 10.3 Authorisations 授权

Each Highfield Group Member has, or will have at Completion all necessary Authorisations material to conduct the Highfield Business as it is being carried on at Completion (for the avoidance of doubt, such Authorisation does not include a Muga Mining Concession) (**Highfield Material Authorisations**) and has paid all fees due in relation to them.

各高地资源集团成员拥有或将在交割时拥有像交割时那样开展高地资源业务所需的所有重大授权（为避免疑义，该等授权不包括 Muga 采矿特许权）（**高地资源重大授权**），并已支付与之相关的所有应付费用。

### 10.4 Compliance with Highfield Authorisations 遵守高地资源授权

All Highfield Material Authorisations have been complied with in all material respects by the relevant Highfield Group Member.

相关的高地资源集团成员已在所有重要方面遵守所有高地资源重大授权。

### 10.5 Authorisations valid and subsisting 有效和继续有效的授权

All Highfield Material Authorisations are valid and subsisting and no fact or circumstance has occurred which may cause the revocation or termination of any Highfield Material Authorisation, nor the imposition of any condition or restriction that may limit the scope of any of the Highfield Material Authorisations, other than any conditions or restrictions that are expressed in any of the Highfield Material Authorisations (provided that such conditions or restrictions have been fairly disclosed to YK before the Execution Date).

所有高地资源重大授权均有效且继续有效，未发生任何可能导致撤销或终止任何高地资源重大授权的事实或情况，也未施加任何可能限制任何高地资源重大授权范围的条件或限制，但任何高地资源重大授权中明确规定的任何条件或限制除外（前提是该等条件或限制在签署日期前已向兖矿公正地披露）。

## **10.6 Renewal** **续展**

So far as Highfield is aware, there is no action to revoke, prevent the renewal of or impose any conditions on any Highfield Material Authorisation.

据高地资源所知，不存在要求撤销任何高地资源重大授权、阻止其续展或对其施加任何条件的任何行动。

## **11. Solvency** **偿付能力**

No Highfield Group Member is the subject of an Insolvency Event.

任何高地资源集团成员均不是破产事件的主体。

## **12. Taxes and Duties** **税款和印花税**

### **12.1 Tax paid** **已付税款**

Any Tax or Duty arising under any Tax Law in respect of any transaction, event, income or assets of a Highfield Group Member for all periods, and part periods, up to and including the time immediately before Completion, has or will, before Completion, have been fully and timely paid. No Highfield Group Member is under any liability to pay any penalty or interest in connection with any Tax.

高地资源集团成员在截至交割前（含交割时）的所有期间和该等期间的一部分，根据任何税法产生的与其任何交易、事件、收入或资产有关的任何税款或印花税，均已或均会在交割前全额及时支付。任何高地资源集团成员均没有就任何税款支付任何罚款或利息的任何责任。

### **12.2 Provision in Highfield Accounts** **高地资源报表中的准备金**

Adequate provision has been made in the Highfield Accounts for any Tax or Duty for which a Highfield Group Member is liable, but which is unpaid in respect of any transaction or event occurring or income derived up to and including 30 June 2024.

在高地资源报表中，已为高地资源集团成员有责任缴纳但尚未缴纳的、与截至 2024 年 6 月 30 日（含该日）发生的任何交易或事件或取得的收入有关的任何税款或印花税作出充分准备。

### **12.3 Withholding tax** **预扣税**

Any obligation on a Highfield Group Member under any Tax Law to withhold amounts at source has been complied with and such Highfield Group Member has duly and timely remitted the same to the appropriate Governmental Agency.

高地资源集团成员遵守了任何税法规定的源泉扣缴义务，且该高地资源集团成员已适当、及时将预扣税款汇付给相关政府机构。

#### **12.4 Compliance with Tax Law** **遵守税法**

Each Highfield Group Member has complied with all obligations imposed on that Highfield Group Member by any Tax Law or as requested by any Governmental Agency.

每个高地资源集团成员都遵守了任何税法或任何政府机构要求该高地资源集团成员履行的所有义务。

#### **12.5 No capital gains tax relief** **无资本利得税减免**

No Highfield Group Member has sought capital gains tax relief under subdivision 126B of the ITAA 1997 or section 160ZZO of the ITAA 1936 in respect of any asset acquired by any Highfield Group Member and that is still owned by any Highfield Group Member immediately after Completion.

任何高地资源集团成员均未就该高地资源集团成员收购的、在紧接交割后仍由该高地资源集团成员拥有的任何资产根据 ITAA 1997 第 126B 款或 ITAA 1936 第 160ZZO 条寻求资本利得税减免。

#### **12.6 Records** **记录**

Each Highfield Group Member has maintained proper and adequate records to enable it to comply in all respects with its obligations to:

各高地资源集团成员都保存了适当和充分的记录，使其能够在所有方面遵守以下义务：

- (a) prepare and submit any information, notices, computations, returns and payments required in respect of any Tax Law;  
准备和提交任何税法所要求的信息、通知、计算、申报表和缴纳；
- (b) prepare any accounts necessary for compliance with any Tax Law;  
编制遵守任何税法所需的报表；
- (c) support any position taken by a Highfield Group Member; and  
支持任何高地资源集团成员采取的任何立场；以及
- (d) retain necessary records as required by any Tax Law.  
保留任何税法要求的必要记录。

#### **12.7 Returns submitted** **提交的纳税申报表**

Each Highfield Group Member has submitted any necessary information, notices, computations and returns to the relevant Governmental Agency in respect of any Tax or any Duty relating to the Highfield Group. All such information, notices, computations and returns were complete and correct in all respects. No Claim in writing has been made by any Governmental Agency in a jurisdiction where a Highfield Group Member does not file Tax returns that it is or may be subject to taxation by that jurisdiction, and all deficiencies for Taxes asserted or assessed in writing against the Highfield Group Member have been fully and timely paid or settled.

每一高地资源集团成员均已就与高地资源集团相关的任何税款或印花税向有关政府机构提交了任何必要的资料、通知、计算和申报表。所有该等信息、通知、计算和申报表在所有方面均完整、正确。在该高地资源集团成员未提交纳税申报表的司法管辖区，任何政府机构均未提出书面主张，声称该高地资源集团成员需要或可能需要在该司法管辖区纳税，并且以书面形式针对该高地资源集团成员主张或评定的所有税款差额均已全额、及时缴纳或结算。

## **12.8 No Tax audits** **无税务审计**

Highfield is not aware of any pending or threatened Tax or Duty audit relating to a Highfield Group Member.

据高地资源所知，不存在任何与任何高地资源集团成员有关的待决或威胁发起的税务或印花税审计。

## **12.9 No Tax disputes** **无税务争议**

There are no disputes between a Highfield Group Member and any Governmental Agency in respect of any Tax or Duty relating to a Highfield Group Member.

高地资源集团成员与任何政府机构之间不存在涉及高地资源集团成员的、任何税款或印花税方面的任何争议。

## **12.10 GST** **商品及服务税**

Each Highfield Group Member has complied in all respects with all laws, contracts, agreements or arrangements binding on it relating to GST (or any equivalent Tax imposed by a Governmental Agency) and, where a Highfield Group Member has the right to require another party to any such agreement or arrangement to pay to it an amount of GST (or equivalent), it has enforced that right. 各高地资源集团成员在所有方面都遵守了对其有约束力的与商品及服务税（或政府机构征收的任何同等税款）相关的所有法律、合同、协议或安排，并且，如果任何高地资源集团成员有权要求任何此类协议或安排的另一方向其支付一笔商品及服务税（或同等税款）金额，该成员已执行了该权利。

## **12.11 No joint and several GST liability** **无连带商品及服务税责任**

No Highfield Group Member is or will be required to pay any amounts arising from its joint and several liability for indirect tax amounts payable by Highfield in accordance with section 444-90(1) of Schedule 1 of the *Taxation Administration Act 1953*.

任何高地资源集团成员现在或将来都不会被要求支付因高地资源根据 1953 年《税收征管法》附件 1 第 444-90(1)条应缴纳的间接税承担连带责任而引起的任何金额。

## **12.12 Waiver** **放弃**

There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any Claim for, or the period for the collection or assessment or reassessment of, Taxes or Duty due from any of the Highfield Group Member's for any taxable period and no request for any such waiver or extension is currently pending.

不存在任何目前仍有效的协议，载明延长或放弃适用于任何高地资源集团成员在任何纳税期应缴税款或印花税的任何索赔的法定时效期限，或征收、评定或重新评定该等税款的期限，且目前没有关于任何该等放弃或延期的未决请求。

## **12.13 Transfer Pricing** **转让定价**

Each Highfield Group Member is and has been in compliance in all respects with all applicable transfer pricing laws, including the execution and maintenance of contemporaneous documentation substantiating any transfer pricing practices and methodologies. All transactions or arrangements made by any Highfield Group Member has been made on an arm's length basis.

每一高地资源集团成员现在和过去在所有方面均遵守所有适用的转让定价法律，包括签署和维持证明任何转让定价做法和方法的同期文件。任何高地资源集团成员进行的所有交易或安排均系按照公平交易原则进行。

#### **12.14 No Encumbrances** 无权利负担

There are no Encumbrances for Taxes upon the assets or properties of any Highfield Group Member, other than with respect to Taxes not yet due and payable.

除尚未到期应缴的税款外，任何高地资源集团成员的资产或财产均不存在任何税款方面的权利负担。

#### **12.15 No agreements** 无协议

No Highfield Group Member is a party to or bound by any Tax indemnity agreement, Tax-sharing agreement, Tax allocation agreement or similar contract (other than an agreement, the principal purpose of which does not relate to Taxes).

任何高地资源集团成员均不是任何税务赔偿协议、税务共担协议、税务分摊协议或类似合同（主要目的不涉及税务的任何协议除外）的当事一方或受到此类协议的约束。

#### **12.16 No adverse action** 无不利行动

No Highfield Group Member has taken any act, or failed to take any act, which may adversely affect any ruling or determination from a Governmental Agency in respect of Tax or Duty, which ruling or determination relates specifically to the activities or transactions of that, or another, Highfield Group Member after Completion.

没有任何高地资源集团成员采取任何行动或未采取任何行动，可能对政府机构就税款或印花税作出的任何裁决或决定产生不利影响，而该裁决或决定与该高地资源集团成员或另一高地资源集团成员在交割后的活动或交易具体相关。

#### **12.17 Anti-avoidance provisions** 反避税条款

No Highfield Group Member has entered into or been a party to any transaction which contravenes the anti-avoidance provisions of any Tax Law.

没有任何高地资源集团成员订立或参与任何交易，导致违反任何税法的反避税条款。

#### **12.18 Not Taxable Australian Property** 非应税澳大利亚财产

The shares of any Highfield Group Member are not taxable Australian property for purposes of the ITAA 1936 or ITAA 1997 and do not involve the acquisition of a substantial interest in land.

就 ITAA 1936 或 ITAA 1997 而言，任何高地资源集团成员的股份均不是应税澳大利亚财产，也不涉及取得土地中的一项重大权益。

### **13. Compliance with laws** 遵守法律

- (a) So far as Highfield is aware, each Highfield Group Member has conducted its business in compliance with applicable laws in all material respects where non-compliance would, or would reasonably be likely to have a material adverse effect on the Highfield Group.  
据高地资源所知，各高地资源集团成员在开展业务时，在所有重大方面均遵守适用法律，而如果不遵守适用法律将或合理预计有可能对高地资源集团造成重大不利影响。
- (b) Any obligation of Highfield to pay monies under this agreement will be satisfied by funds that are from legitimate sources in connection with regular business activities, do not constitute the proceeds of crime as contemplated by the Proceeds of Crime Act 1987 or 2002 (Cth) (and equivalent legislation in any other relevant jurisdiction) and would not

constitute a breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (and equivalent legislation in any other relevant jurisdiction), and Highfield is (and will be) in compliance with the requirements of any equivalent laws or relevant obligations under anti-money laundering and counter-terrorism financing laws and regulations in the jurisdictions in which it is incorporated or carries on business to the extent that those laws and regulations apply to its obligations to pay money under this agreement. 高地资源根据本协议支付钱款的义务，将由与正常业务活动有关的正当来源提供的资金来支付，该等资金来源不构成 1987 年或 2002 年《犯罪所得法》（澳大利亚联邦）（和任何其他相关司法辖区的同等法律）所定义的犯罪所得，也不会违反 2006 年《反洗钱和反恐怖主义融资法》（澳大利亚联邦）（和任何其他相关司法辖区的同等法律），并且，高地资源现在和将来都遵守其注册或开展业务所在司法辖区的任何同等法律的要求或反洗钱和反恐怖主义融资法律法规项下的相关义务，只要这些法律法规对高地资源根据本协议支付钱款的义务适用。

#### 14. No trust 无信托

Highfield enters into and performs this agreement on its own account and not as trustee for or nominee of any other person.  
高地资源以自己的名义签订和履行本协议，而不是作为任何其他人的受托人或代名人。

# Schedule 3 – Conditions

## 附表 3 – 条件

### Part 1 – Mutual Conditions

#### 第 1 部分 – 共同条件

#	Conditions 条件	Party entitled to benefit 有权受益 的缔约方	Party responsible 责任方
1.	<p>Either: 以下任何一项条件:</p> <p>a) YK has received a written notice under FATA by, or on behalf of, the Treasurer of the Commonwealth of Australia stating that the Commonwealth Government does not object to the issue of the Scrip Consideration to it; or                      兖矿收到澳大利亚联邦财政部长或其代表根据 FATA 发出的书面通知, 声明联邦政府不反对向其发行对价股份; 或</p> <p>b) the Treasurer of the Commonwealth of Australia becomes precluded from making an order in relation to the issue of the Scrip Consideration to YK as contemplated by this agreement under FATA; or                      澳大利亚联邦财政部长被阻止根据 FATA 就本协议拟议的向兖矿发行对价股份的事宜发布命令; 或</p> <p>c) if an interim order is made under FATA in respect of the issue of the Scrip Consideration to YK as contemplated by this agreement, the subsequent period for making a final order prohibiting the transactions contemplated by this agreement elapses without a final order being made.                      如果根据 FATA 就本协议拟议的向兖矿发行对价股份的事宜发布了临时命令, 但是, 之后发布禁止本协议拟议交易的最终命令的期限虽然已届满, 却未发布最终命令。</p>	YK and Highfield 兖矿和高地资源	Highfield 高地资源
2.	<p>Either: 以下任何一项条件:</p> <p>a) confirmation has been received from the Spanish FDI Authority that the Transaction is not subject to prior authorisation pursuant to Article 7 bis of Spanish Law 19/2003, Royal Decree 571/2023 and Regulation (EU) 2019/452 of the European Parliament and of the Council, all of them as amended, developed or supplemented from time to time (the <b>Spanish FDI Laws</b>); or                      收到西班牙外国直接投资管理部门的确认, 根据西班牙第 19/2003 号法律第 7 条、第 571/2023 号皇家法令以及欧洲议会和欧洲理事会第 2019/452 号法规 (欧盟) (以所有这些法律经不时修订、发展或补充的版本为准, 下称<b>西班牙外国直接投资法</b>), 交易无需事先获得授权; 或</p>	YK and Highfield 兖矿和高地资源	Highfield 高地资源

#	Conditions 条件	Party entitled to benefit 有权受益的缔约方	Party responsible 责任方
	<p>b) if prior authorisation is required, foreign-direct-investment authorisation for the Transaction has been issued by the Spanish Council of Ministers; or 如果需要事先授权，西班牙部长理事会已就交易签发外国直接投资授权；或</p> <p>c) if applicable, an amendment or clarification to the scope of application of the Spanish FDI Laws whereby in the reasonable opinion of Highfield no foreign-direct-investment authorization under the Spanish FDI Laws is required for the Transaction. (如适用) 发生对西班牙外国直接投资法适用范围的修订或澄清，据此，高地资源合理认为，交易无需取得西班牙外国直接投资法项下的外国直接投资授权。</p>		
3.	<p>Either: 以下任何一项条件:</p> <p>a) no notice has been given under subsection 25.2(1) or subsection 25.3(2) of the Investment Canada Act within the prescribed period and the prescribed period for such notice shall have expired; or 未在规定期限内根据加拿大投资法第 25.2(1)条或第 25.3(2)条发出通知，且此类通知的规定期限已届满；或</p> <p>b) if notice has been given under subsection 25.2(1) or subsection 25.3(2) of the Investment Canada Act, then either the Minister having sent to YK a notice under paragraph 25.2(4)(a) or paragraph 25.3(6)(b) of the Investment Canada Act, or the Governor in Council having issued an order under paragraph 25.4(1)(b) of the Investment Canada Act authorizing the transactions contemplated by this agreement and the YK Subscription Agreement, 如果已根据加拿大投资法第 25.2(1)条或第 25.3(2)条发出通知，则要么部长已根据加拿大投资法第 25.2(4)(a)段或第 25.3(6)(b)段向兖矿发出通知，要么加拿大总督已根据加拿大投资法第 25.4(1)(b)段发布命令授权进行本协议和兖矿认购协议拟议的交易，</p> <p>(the ICA Clearance). (ICA 批准)。</p>	YK and Highfield 兖矿和高地资源	Highfield 高地资源
4.	<p>To the extent applicable, approval has been received from the relevant competition authorities in Canada and any other jurisdiction as agreed in written by the parties in respect of the Transaction, or the expiry of the statutory or otherwise imposed waiting period(s) in the aforementioned jurisdictions. 在适用的范围内，已就交易从加拿大和双方书面约定的任何其他司法辖区的相关竞争主管机构收到批准，或者，上述司法辖区的法定等待期或另行规定的等待期已届满。</p>	YK and Highfield 兖矿和高地资源	Highfield 高地资源
5.	<p>YK has either received all regulatory approvals and consents; or completed all necessary records or filings in connection with the Transaction required to be obtained from, or made with, the following PRC Governmental Agencies: 兖矿或已就交易收到需要从以下中国政府机构获得的所有监管批准和同意，或已就交易完成需要在以下中国政府机构完成的所有必要备案或报备:</p>	YK and Highfield 兖矿和高地资源	YK 兖矿

#	Conditions 条件	Party entitled to benefit 有权受益 的缔约方	Party responsible 责任方
	<p>a) State-owned Assets Supervision and Administration Commission of the Peoples' Government of Shandong Province; 山东省人民政府国有资产监督管理委员会;</p> <p>b) the National Development and Reform Commission of the PRC or its local counterpart; 中国国家发展和改革委员会或其地方对口部门;</p> <p>c) the Ministry of Commerce of the PRC or its local counterpart; and 中国商务部或其地方对口部门; 及</p> <p>d) the State Administration of Foreign Exchange of the PRC. 中国国家外汇管理局;</p>		
6.	<p>No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or Governmental Agency, or other material legal restraint or prohibition, preventing or delaying the Transaction is in effect at 9:00am on the Completion Date. 截至交割日期上午 9:00 时, 任何有管辖权的法院或政府机构均未发布临时限制令、初步或永久禁令或其他命令, 或其他重大法律限制或禁止令, 阻止或延迟交易。</p>	YK and Highfield 兖矿和高地资源	YK and Highfield 兖矿和高地资源
7.	<p>Highfield Shareholders have approved the Highfield Shareholder Resolutions at the Highfield Shareholder Meeting. 高地资源股东已在高地资源股东大会上批准高地资源股东决议。</p>	YK and Highfield 兖矿和高地资源	Highfield 高地资源
8.	<p>a) Completion (as defined in each of the Investors Subscription Agreements) occurs under each of the Investors Subscription Agreements simultaneously with Completion under this agreement; and 各投资者认购协议项下的交割 (定义见各投资者认购协议) 与本协议项下的交割同时发生; 及</p> <p>b) the aggregate amount of subscription proceeds under the Investors Subscription Agreements (inclusive of the Subscription Amount) payable by the Investors at Completion shall be not less than US\$220 million. 各投资者应在交割时支付的各投资者认购协议项下的认购款项的总金额 (包括认购金额) 不低于 2.2 亿美元。</p>	YK and Highfield 兖矿和高地资源	Highfield 高地资源

## Part 2 – YK's Conditions

### 第 2 部分 – 兖矿条件

#	Conditions 条件	Party entitled to benefit 有权受益的缔约方	Party responsible 责任方
1.	<p>The Highfield Warranties contained in Schedule 2 shall be true and correct in all material respects as at 9:00am on the Completion Date with the same effect as though made at and as of such date.</p> <p>附表 2 中包含的高地资源保证于交割日期上午 9:00 时在所有实质方面均保持真实、准确，如同在交割日期并截至交割日期作出一样。</p>	YK 兖矿	Highfield 高地资源
2.	<p>Highfield has duly performed and complied in all material respects with all agreements, covenants, and conditions required by this agreement to be performed or complied with by it prior to Completion.</p> <p>高地资源已在所有实质方面正式履行和遵守本协议规定需要由其在交割之前履行或遵守的所有约定、契诺和条件。</p>	YK 兖矿	Highfield 高地资源
3.	<p>No Highfield Material Adverse Change occurs or is reasonably likely to occur or is discovered, announced, disclosed or otherwise becomes known to YK between (and including) the Execution Date and 9:00am on the Completion Date.</p> <p>在签署日期（含该日）至交割日期上午 9:00 期间，没有发生且在合理情况下不可能发生任何高地资源重大不利变化，并且兖矿未发现、宣布、披露或另行知晓任何高地资源重大不利变化。</p>	YK 兖矿	Highfield 高地资源
4.	<p>No Highfield Prescribed Occurrence occurs between (and including) the Execution Date and 9:00am on the Completion Date.</p> <p>在签署日期（含该日）至交割日期上午 9:00 期间，未发生高地资源规定情况。</p>	YK 兖矿	Highfield 高地资源
5.	<p>Subject to clause 6.2, the business of the Highfield Group is conducted materially in the ordinary course and, in particular, no Highfield Group Member does, or agrees or commits to do, any of the matters listed in clause 6.1 between (and including) the Execution Date and 9.00am on the Completion Date.</p> <p>受限于第 6.2 条，在签署日期（含该日）至交割日期上午 9:00 期间，高地资源集团的业务实质上均按照正常业务过程开展，尤其是，任何高地资源集团成员均未作出（或同意或承诺作出）第 6.1 条所列的任何事项。</p>	YK 兖矿	Highfield 高地资源
6.	<p>Highfield obtains all consents, waivers and approvals which are required to be obtained under the Highfield Material Contracts to facilitate the implementation of the transactions the subject of this agreement.</p> <p>高地资源已取得根据高地资源重大合同的规定需要取得的、为促进本协议拟议交易的实施而所需的所有同意、豁免和批准。</p>	YK 兖矿	Highfield 高地资源
7.	<p>In respect of the Convertible Notes:</p> <p>对于可转换票据：</p> <p>a) all holders of Convertible Notes (including the EMR Entities) entering into an agreement with Highfield which has the effect that the Convertible Notes will convert into Highfield Shares no later than simultaneously with Completion and no interest will be paid in cash between the Execution Date and Completion;</p> <p>可转换票据的所有持有人（包括 EMR 实体）与高地资源签订协议，根据该协议，可转换票据将最迟在交割的同时转换为高地资源股份，并且在签署日期至交割期间不会以现金支付任何利息；</p>	YK 兖矿	Highfield 高地资源

#	Conditions 条件	Party entitled to benefit 有权受益的缔约方	Party responsible 责任方
	<p>b) all the Convertible Notes convert into Highfield Shares at a price which is no lower than the applicable Conversion Price no later than simultaneously with Completion; and 所有可转换票据均不晚于交割之时以不低于适用的转股价格转换为高地资源股份；及</p> <p>c) the conversion price shall not be linked to or impacted by the price of the Short-Term Funding. 转股价格不得与前序融资的价格挂钩，也不得受之影响。</p>		
8.	<p>With respect to the Senior Loan Facility: 对于优先贷款：</p> <p>a) the Senior Loan Facility is valid and enforceable and has not been terminated, rescinded, or found to be void or voidable; 优先贷款有效并可强制执行，且未被终止、撤销也未被认定为无效或可宣布无效；</p> <p>b) the Senior Loan Facility has not been varied, altered, amended in a way adverse to Highfield; 优先贷款未被作出在任何方面对高地资源不利的任何修改、改动、修订；</p> <p>c) the Facility Agent (as facility agent on behalf of all the Lenders (as defined under the Senior Loan Facility)) has consented to the Transaction and waived any breach, default or termination right or event (however described) under the Senior Loan Facility in connection with or as a result of the Transaction in writing in the form satisfactory to YK (acting reasonably); 贷款代理行作为代表所有贷款人的代理行（定义均见优先贷款）已书面同意交易，并已按照充矿（在合理行事的条件下）满意的格式书面豁免优先贷款项下因交易或与交易有关而产生的任何违约或终止权利或事件（不论如何描述）；</p> <p>d) there exists no circumstance that may reasonably be expected to render any conditions precedent to drawdown under the Senior Loan Facility incapable of being fulfilled; and 不存在合理预期会导致优先贷款项下关于提款的任何先决条件无法满足的任何情况；及</p> <p>e) there has not been any breach, default, or termination event (however described) under the Senior Loan Facility occurring, and there exists no circumstance that may reasonably be expected to restrict Geocalci's ability to utilise the loan facility under the Senior Loan Facility in full. 未发生优先贷款项下的任何违约或终止事件（不论如何描述），并且，不存在据合理预期可能会限制 Geocalci 全额使用优先贷款项下之贷款的能力的任何情形。</p>	YK 充矿	Highfield 高地资源
9.	<p>YK (or its nominee) and Highfield enter into an Offtake Agreement. 充矿（或其被指定人）与高地资源签订承销协议。</p>	YK 充矿	YK and Highfield 充矿和高地资源
10.	<p>ASX has not indicated to Highfield that it will not grant permission for the official quotation of the Scrip Consideration and the Subscription Shares as at 9.00am on the Completion Date. 于交割日期上午 9.00 时，ASX 未向高地资源表示其不会允许对价股份和认购股份正式报价。</p>	YK 充矿	Highfield 高地资源

#	Conditions 条件	Party entitled to benefit 有权受益的缔约方	Party responsible 责任方
11.	<p>Each of Ignacio Salazar and Jorge Feito Huertas: Ignacio Salazar 和 Jorge Feito Huertas 均:</p> <p>a) remains in their respective position as of immediately prior to Completion; and 在紧接交割前仍担任其各自职务; 及</p> <p>b) they have not claimed and have waived by means of written confirmation any entitlement to severance payments under their respective employment contracts in connection with the consummation of the Transaction, 未因交易的完成而根据其各自的雇佣合同主张任何经济补偿金, 并且已通过书面确认的方式放弃对该等经济补偿金的任何权利,</p> <p>provided that their roles remain materially same as they were on the Execution Date. 前提是他们的职责与他们在签署日期的职责在实质上相同。</p>	YK 尧矿	Highfield 高地资源
12.	<p>Geoalcali has secured an extension of the Land Option Agreements in relation to the Option Lands to extend their terms to a reasonable period post-Completion (except for the Option Lands which Geoalcali has obtained their land title after the date hereof) and such Land Option Agreements are valid and enforceable at Completion or an expropriation process has been initiated (for Geoalcali). Geoalcali 已就期权地块 (Geoalcali 已在本协议日期后取得相关土地所有权的期权地块除外) 取得土地期权协议的延期, 将期限延长至交割后的合理期间, 且该等土地期权协议于交割时是有效并可强制执行的或者已启动征用程序 (对于 Geoalcali)</p>	YK 尧矿	Highfield 高地资源
13.	<p>Geoalcali has paid the purchase price for land and obtained ownership and title to all of the Lands under Expropriation Proceedings, except for portions of land (<b>Pending Land</b>) whose land prices have not been mutually agreed with the landowners, provided that Geoalcali has obtained right to occupy and use all of the Lands under Expropriation Proceedings, including the Pending Land, for Muga Project. Geoalcali 已支付土地购买价款并取得所有征用地块的所有权和产权, 但有部分土地 (<b>待定地块</b>) 除外, 待定地块的地价尚未与土地所有者一致商定, 但前提是 Geoalcali 已取得为 Muga 项目占用和使用所有征用地块 (包括待定地块) 的权利。</p>	YK 尧矿	Highfield 高地资源
14.	<p>With respect to Geoalcali' s financial guarantee obligation under the Muga Mining Concessions in a total amount of approximately EUR 6,654,000 relating to land rehabilitation under the Muga Mining Concessions, Geoalcali has obtained the competent authority's consent to provide such financial guarantee in instalments or consent to postpone the provision of such financial guarantee (where necessary), and at Completion, there is no default or overdue in Geoalcali' s performance of such financial guarantee obligation. 对于 Geoalcali 在 Muga 采矿特许权项下总计约为 6,654,000 欧元的、涉及 Muga 采矿特许权项下的土地复垦的财务担保义务, Geoalcali 已取得主管部门对分期或延后提供该等财务担保的同意 (如必要), 并且, 于交割时, Geoalcali 在履行该等财务担保义务方面未发生任何违约或逾期。</p>	YK 尧矿	Highfield 高地资源
15.	<p>The sum of: 以下两者之和:</p>	YK 尧矿	Highfield 高地资源

#	Conditions 条件	Party entitled to benefit 有权受益的缔约方	Party responsible 责任方
	<p>a) the total number of Highfield Shares on issue immediately prior to Completion (on a fully diluted basis assuming all convertible securities and options have been converted to Highfield Shares); and 紧接交割前已发行的高地资源股份总数量（假设所有可转换证券和期权均已转换为高地资源股份，在全面摊薄基础上）；及</p> <p>b) the total number of Highfield Shares to be issued under the Investors Subscription Agreements to Other Investors, 将在投资者认购协议项下向其他投资者发行的高地资源股份总数量，</p> <p>is less than the aggregated number of the Scrip Consideration and the Subscription Shares. 低于对价股份和认购股份相加后的总数量。</p>		

## Part 3 – Highfield's Conditions

### 第 3 部分 – 高地资源条件

#	Conditions 条件	Party entitled to benefit 有权受益的缔约方	Party responsible 责任方
1.	<p>The Warranties contained in Schedule 1 shall be true and correct in all material respects as at 9:00am on the Completion Date with the same effect as though made at and as of such date. 附表 1 中包含的保证于交割日期上午 9:00 时在所有重要方面均保持真实、准确，如同在交割日期并截至交割日期作出一样。</p>	Highfield 高地资源	YK 兖矿
2.	<p>YK has duly performed and complied in all material respects with all agreements, covenants, and conditions required by this agreement to be performed or complied with by it prior to Completion. 兖矿已在所有实质方面正式履行和遵守本协议规定需要由其在交割之前履行或遵守的所有约定、契诺和条件。</p>	Highfield 高地资源	YK 兖矿
3.	<p>No Yancoal Target Material Adverse Change occurs or is reasonably likely to occur or is discovered, announced, disclosed or otherwise becomes known to Highfield between (and including) the Execution Date and 9:00am on the Completion Date. 在签署日期（含该日）至交割日期上午 9:00 期间，没有发生且在合理情况下不可能发生任何兖煤目标集团重大不利变化，并且高地资源未发现、宣布、披露或另行知晓任何兖煤目标集团重大不利变化。</p>	Highfield 高地资源	YK 兖矿
4.	<p>No Yancoal Target Prescribed Occurrence occurs between (and including) the Execution Date and 9.00am on the Completion Date. 在签署日期（含该日）至交割日期上午 9:00 期间，未发生兖煤目标集团规定情况。</p>	Highfield 高地资源	YK 兖矿

#	Conditions 条件	Party entitled to benefit 有权受益的缔约方	Party responsible 责任方
5.	<p>Subject to clause 5.2, the business of the Yancoal Target Group is conducted materially in the ordinary course and, in particular, no Yancoal Target Group Member does, or agrees or commits to do, any of the matters listed in clause 5.1 between (and including) the Execution Date and 9.00am on the Completion Date.</p> <p>受限于第 5.2 条，在签署日期（含该日）至交割日期上午 9:00 期间，兖煤目标集团的业务实质上均按照正常业务过程开展，尤其是，任何兖煤目标集团成员均未作出（或同意或承诺作出）第 5.1 条所列的任何事项。</p>	<p>Highfield 高地资源</p>	<p>YK 兖矿</p>

# Schedule 4 – Completion Steps

## 附表 4- 交割步骤

### 1. Pre-Completion actions 交割前行动

#### 1.1 Reconstitution of the Highfield Board 高地资源董事会重组

Highfield and YK agree that at least 20 Business Days before the date of dispatch of the Notice of Meeting as set out in the Timetable, they will negotiate in good faith and agree on the reconstitution of the Highfield Board, subject to clause 9.1 of this Agreement.

高地资源和兖矿同意，在时间表中所显示的会议通知寄送日期前至少 20 个工作日，其将诚信协商和约定高地资源董事会的重组，前提是遵守本协议第 9.1 条的规定。

#### 1.2 Notifications (Highfield) 通知（高地资源）

At least 5 Business Days before Completion, Highfield must:  
在交割前至少 5 个工作日，高地资源必须：

- (a) notify YK of any directors, secretaries and public officers of the Yancoal Target Group whom it wishes to resign from Completion;  
将其希望自交割起辞职的兖煤目标集团任何董事、秘书和公职人员通知兖矿；
- (b) notify YK of any persons it wishes to be appointed as a director, secretary or public officer of a Yancoal Target Group Member from Completion and deliver to YK a consent to act, and notification of interests signed by each such person; and  
通知兖矿其希望自交割起被任命为兖煤目标集团成员董事、秘书或公职人员的任何人士，并向兖矿递交由上述每位人士签署的同意书和利益通知书；及
- (c) notify YK of the address, if any, to which the registered office of each Yancoal Target Group Member is to be changed following Completion,  
通知兖矿在交割后各兖煤目标集团成员的注册办事处变更后的地址（如有）。

and at least 20 Business Days before the date of dispatch of the Notice of Meeting as set out in the Timetable, Highfield must notify YK of persons it wishes to be considered for appointment to, or to remain on, the Highfield Board as an independent director which is consistent with the reconstituted Highfield Board agreed under clause 1.1 of this Schedule 4.

并且，在时间表中所显示的会议通知寄送日期前至少 20 个工作日，高地资源必须通知兖矿其希望被考虑任命为或继续担任高地资源董事会独立董事的人士，前提是与根据本附表 4 第 1.1 条约定的重组后的高地资源董事会一致。

#### 1.3 Notifications (YK) 通知（兖矿）

At least 20 Business Days before the date of dispatch of the Notice of Meeting as set out in the Timetable, YK must:

在时间表中所显示的会议通知寄送日期前至少 20 个工作日，兖矿必须：

- (a) notify Highfield of the new persons it wishes to be appointed as directors of Highfield from Completion and deliver to Highfield a consent to act, and notification of interests signed by each such person which is consistent with the reconstituted Highfield Board agreed under clause 1.1 of this Schedule 4; and

通知高地资源其希望自交割起被新任命为高地资源董事的人士，并向高地资源递交由上述每名人士签署的同意书和利益通知书，前提是与根据本附表 4 第 1.1 条约定的重组后的高地资源董事会一致；以及

- (b) notify Highfield of new persons it wishes to be considered for appointment to, or to remain on, the Highfield Board as an independent director which is consistent with the reconstituted Highfield Board agreed under clause 1.1 of this Schedule 4.  
通知高地资源其希望被考虑任命为或继续担任高地资源董事会独立董事的人士，前提是与根据本附表 4 第 1.1 条约定的重组后的高地资源董事会一致。

#### **1.4 Board resolutions (YK)** **董事会决议（兖矿）**

On or before Completion YK must ensure that a meeting of the directors of Yancoal Target is convened and approves the registration of Highfield as the holder of the Sale Shares in its register of shareholders and the issue of new share certificates for the Sale Shares in the name of Highfield, subject only to receipt of the executed share transfers referred to in clause 2.1(a) of this Schedule 4 and to payment of any Duty on the transfer of Sale Shares.

在交割之时或之前，兖矿必须确保召开兖煤目标公司董事会会议，批准在其股东名册中将高地资源登记为待售股份的持有人，并以高地资源的名义发行待售股份的新股份证明，前提是收到本附表 4 第 2.1 (a)条所述的已签署的股份转让书并支付任何待售股份转让税。

On or before Completion YK must ensure that a meeting of the directors of each Yancoal Target Group Member is convened and approves (subject to Completion occurring):

在交割之时或之前，兖矿必须确保召开各兖煤目标集团成员的董事会议，并批准（以交割发生为前提）：

- (a) the resignations of existing directors, secretaries and public officers notified under clause 1.2(a) of this Schedule 4;  
根据本附表 4 第 1.2(a) 条通知的现任董事、秘书和公职人员的辞职；
- (b) the appointment of each person notified under clause 1.2(b) of this Schedule 4 as a director, secretary or public officer (as applicable) of the Yancoal Target Group Member (provided that a consent to act and notification of interest signed by that person has been delivered to YK);  
根据本附表 4 第 1.2(b)条通知的每一人任命为兖煤目标集团成员的董事、秘书或公职人员（如适用）（前提是已向兖矿递交由该等人士签署的同意书和利益通知书）；
- (c) any change of the registered office of the Yancoal Target Group Member to the address notified under clause 1.2(c) of this Schedule 4; and  
兖煤目标集团成员的注册办公地址变更为根据本附表 4 第 1.2(c)条通知的地址；及
- (d) if Highfield has approved new mandates for the operation of bank accounts by each Yancoal Target Group Member, the revocation of all existing mandates and the replacement of those mandates with the mandates approved by Highfield.  
（如果高地资源已批准各兖煤目标集团成员银行账户运作的新授权）撤销所有现有授权，并以高地资源批准的授权取代这些授权。

#### **1.5 Board resolutions (Highfield)** **董事会决议（高地资源）**

On or before Completion Highfield must ensure that a meeting of Highfield directors is convened and approves:

在交割之时或之前，高地资源必须确保召开高地资源董事会议并批准：

- (a) the issue of Highfield Shares forming the Scrip Consideration to YK and the registration of YK as the name of the owner of Highfield Shares forming the Scrip Consideration in Highfield's register of members; and

向兖矿发行构成对价股份的高地资源股份，并在高地资源股东名册上将兖矿登记为构成对价股份的高地资源股份的所有人；以及

- (b) (subject to Completion occurring) the:  
(在交割发生的前提下)：
- (i) removal of such existing directors which is consistent with the reconstituted Highfield Board agreed under clause 1.1 of this Schedule 4;  
按照根据本附表 4 第 1.1 条约定的重组后的高地资源董事会构成，免去现任董事的职务；
  - (ii) appointment of such persons notified by YK under clause 1.3 of this Schedule 4 as a director of Highfield (provided that a consent to act and notification of interest signed by that each of those persons has been delivered to Highfield);  
兖矿根据本附表 4 第 1.3 条通知的人被任命为高地资源的董事（条件是已向高地资源递交由上述每个人签署的同意书和利益通知书）；
  - (iii) the appointment of the nominees of any Other Investor pursuant to their Investors Subscription Agreements;  
根据投资者认购协议任命任何其他投资者的提名人；
  - (iv) the appointment of a nominee of the EMR Relationship Entities under the Relationship Deed (if applicable); and  
根据关系契约（如适用）任命 EMR 关系实体的提名人；以及
  - (v) the appointment of the persons nominated in writing by the parties agreed under clause 1.1 of this Schedule 4 to be the independent director on the Highfield Board (provided that a consent to act and notification of interest signed by that person has been delivered to Highfield).  
将根据本附表 4 第 1.1 条同意的双方以书面形式提名的人的任命为高地资源董事会的独立董事（条件是已向高地资源递交由该人签署的同意书和利益通知书）。

## 2. Completion 交割

### 2.1 YK's obligations at Completion 兖矿在交割时的义务

- (a) At Completion, YK must give Highfield the following documents:  
交割时，兖矿必须向高地资源提供以下文件：

	Description 说明	Items to be provided 提供的项目
1	Share certificates 股份证书	share certificates for the Sale Shares or, if no share certificates have been issued, a certificate from the directors of Yancoal Target to that effect or, if the share certificate has been destroyed or lost, a statutory declaration in such form as Highfield reasonably requires and any other documents necessary to establish Highfield's title to the Sale Shares and that may be required by a Yancoal Target Group Member for registration of the transfer of the Sale Shares to Highfield. 待售股份之股份证书，或（若未签发股份证书）兖煤目标公司董事出具的具有股份证书之效果的证明，或（若股份证书已毁坏或遗失）采用高地资源合理要求的形式的法定声明书，以及证明高地资源对待售股份之所有权所需的以及兖煤目标集团成

	Description 说明	Items to be provided 提供的項目
		员为办理待售股份转让予高地资源的登记可能要求的任何其他文件。
2	<b>Share transfers</b> 股份转让书	completed share transfers of the Sale Shares to Highfield, executed by or on behalf of YK Seller. 由兖矿卖方或其代表签署的有关待售股份转让给高地资源的填写完整的股份转让书。
3	<b>Powers of attorney</b> 授权书	if applicable, a copy of the power(s) of attorney executed by YK Seller authorising its attorney to execute any of the documents listed in this clause 2.1 of this Schedule 4 on behalf of YK. (如果适用) 兖矿卖方签署的授权其代理人代表兖矿签署本附表 4 第 2.1 条所列任何文件的授权书副本;
4	<b>Board resolutions</b> 董事会决议	evidence that the board resolutions referred to in clause 1.3 of this Schedule 4 have been passed. 证明本附表 4 第 1.3 条所述的董事会决议已获通过的证据。
5	<b>Officer resignations</b> 高级职员辞呈	signed resignations of each director, secretary and public officer of each Yancoal Target Group Member notified to YK under clause 1.2 of this Schedule 4. 根据本附表 4 第 1.2 条通知兖矿的各兖煤目标集团成员的各董事、秘书及公职人员签署的辞呈。
6	<b>Release of Encumbrances</b> 权利负担解除书	a release of any Encumbrances agreed between the parties acting reasonably other than the Permitted Encumbrances executed by the holder of that Encumbrance in the agreed form. 除允许的权利负担外, 经合理行事的双方同意的任何权利负担的解除书, 由该权利负担的持有人按商定的形式签署。
7	<b>YK Internal Restructure</b> 兖矿内部重组	evidence that any YK Internal Restructure associated with any nomination under and in accordance with clause 4.9 or otherwise under clause 5.4 has completed, unless YK has determined that no YK Internal Restructure is required. 证明与第 4.9 条项下的指定相关的或第 5.4 条项下规定的任何内部重组已完成的证据, 除非兖矿已确定无需进行兖矿内部重组。

- (b) Subject to Highfield complying with its obligations under clause 2.2 of this Schedule 4, at Completion, YK must make available to Highfield at the respective offices or places of business of the Yancoal Target Group:  
在 高 地 资 源 遵 守 本 附 表 4 第 2.2 条 规 定 的 义 务 的 前 提 下, 在 交 割 时, 兖 矿 必 须 在 兖 煤 目 标 集 团 各 自 的 办 事 处 或 营 业 地 向 高 地 资 源 提 供:

	Description 说明	Items to be provided 提供的項目
1	<b>Corporate documents</b> 公司文件	the certificate of incorporation, common seal, duplicate seal, all prescribed registers, all statutory, minute and other Business Records of each Yancoal Target Group Member and all unused share certificate forms.

	Description 说明	Items to be provided 提供的项目
		各兖煤目标集团成员的成立证明、公章、印章副本、所有规定的登记簿、所有法定记录、会议记录和其他业务记录，以及所有未使用的股份证明书。
2	<b>Books and ledgers</b> 账簿和分类账	all ledgers, journals and books of account of each Yancoai Target Group Member. 各兖煤目标集团成员的所有分类账、日记账和账簿。
3	<b>Cheque books</b> 支票簿	all cheque books of each Yancoai Target Group Member and a list of all bank accounts maintained by each Yancoai Target Group Member in its name. 各兖煤目标集团成员的所有支票簿，以及各兖煤目标集团成员以其名义开立的所有银行账户清单。
4	<b>Title documents</b> 所有权文件	all documents of title in the possession of a Yancoai Target Group Member relating to the ownership of a Yancoai Target Group Member's assets. 兖煤目标集团成员拥有的与兖煤目标集团成员资产所有权相关的所有产权文件。
5	<b>PPS Register information</b> PPS 登记簿信息	all secured party group numbers, access codes, dealing numbers and token codes for all Security Interests held by a Yancoai Target Group Member as at Completion. 兖煤目标集团成员在交割时持有的所有担保权益的所有担保方集团编号、访问代码、交易编号和令牌代码。
6	<b>Closing certificate</b> 交割条件满足证明	a certificate addressed to Highfield and duly executed by YK certifying that no matter has arisen on or before Completion that would result in any of the Conditions in items 1 to 5 (inclusive) of Part 3 of Schedule 3 not being treated as satisfied for the purpose of clause 3.1. 经兖矿正式签署的出具给高地资源的证书，证明在交割之时或之前均未发生会导致附表 3 第 3 部分第 1 至 5 项（含）中的任何条件就第 3.1 条的目的而言不被视为获得满足的任何事项。

## 2.2 Highfield's obligations at Completion 高地资源在交割时的义务

At Completion Highfield must:  
在交割时，高地资源必须：

- (a) issue the Scrip Consideration to YK in accordance with clause 4.5;  
根据第 4.5 条，向兖矿发行对价股份；
- (b) complete each Transaction Agreement in accordance with its terms; and  
根据每项交易协议的条款完成每项交易协议；以及
- (c) Highfield must give YK the following documents:  
高地资源必须向兖矿提供以下文件：

	Description 说明	Items to be provided 提供的项目
1	<b>Holding statement</b> 持有声明	a holding statement in respect of Highfield Shares forming the Scrip Consideration, together with any other evidence satisfactory to YK of the due allotment and issue of Highfield Shares forming the Scrip Consideration.

	Description 说明	Items to be provided 提供的项目
		一份关于构成对价股份的高地资源股份的持有声明，以及令兖矿满意的任何其他证据，证明构成对价股份的高地资源股份的适当配发和发行。
2	<b>Register of members</b> 成员登记册	a certified copy of an extract of the register of members of Highfield showing YK as the registered holder of its Highfield Shares. 经认证的高地资源股东名册摘录副本，其中显示兖矿为其高地资源股份的登记持有人。
3	<b>Share transfers</b> 股份转让书	executed share transfers of the Sale Shares duly executed by Highfield. 经高地资源正式签署的待售股份的股份转让书。
4	<b>Transaction Agreements</b> 交易协议	to the extent they have not already been delivered, executed counterparts of each Transaction Agreement. 在尚未交付的情况下，经签署的每份交易协议的副本。
5	<b>Board resolutions</b> 董事会决议	evidence that the board resolutions referred to in clause 1.4 of this Schedule 4 have been passed. 证明本附表 4 第 1.4 条所述董事会决议已获通过的证据。
6	<b>Officer resignations</b> 高级职员辞呈	signed resignations of each Highfield Board Member who is not part of the reconstituted Highfield Board agreed under clause 1.1 of this Schedule 4. 经签署的每位相关高地资源董事会成员（其不再是根据本附表 4 第 1.1 条约定的高地资源重新组成的董事会的成员）的辞呈。
7	<b>Public Utility Mount Land</b> 公益山区地块	evidence that Geocalci has obtained the authorisation from Regional Government of Navarra to occupy and use for Muga Project the Public Utility Mount Land, unless a certificate duly executed by an advisor with appropriate qualifications engaged by YK certifies that any failure of obtaining such authorisation is not and will not be a Highfield Material Adverse Change, including giving rise to any Material Impediment. 向兖矿提供证明 Geocalci 已从 Navarra 地区政府取得占有和供 Muga 项目使用公益山区地块的授权的证据，除非经由兖矿聘任的有适当资质的顾问正式签署的一份确认书确认，未取得该等授权不属于也不会导致高地资源重大不利变化（包括导致任何重大障碍）。
8	<b>Hydrographic Confederation</b> 水文联合会	evidence that Geocalci has obtained the necessary authorization from the Hydrographic Confederation of the Ebro River for dewatering the relevant ramps, unless a certificate duly executed by an advisor with appropriate qualifications engaged by YK certifies that any failure of obtaining such authorisation is not and will not be a Highfield Material Adverse Change including giving rise to any Material Impediment. 向兖矿提供证明 Geocalci 已从 Ebro 河流水文联合会获得相关坡道排水所需的授权，除非经由兖矿聘任的有适当资质的顾问正式签署的一份确认书确认，未取得该等授权不属于也不会导致高地资源重大不利变化（包括导致任何重大障碍）。

	Description 说明	Items to be provided 提供的项目
9	<b>Land Option Agreements registration</b> 土地期权协议登记	<p>evidence that the Land Option Agreements (with its term extended to a reasonable period post-Completion) have completed notarization and registration with the relevant Land Registry and where necessary, completed required process and registration to segregate the Option Lands (from the lands not required for the construction of Muga Project) to enable their registration, unless a certificate duly executed by an advisor with appropriate qualifications engaged by YK certifies that any failure of obtaining such notarization and registration is not and will not be a Highfield Material Adverse Change including giving rise to any Material Impediment.</p> <p>向充矿提供证明土地期权协议(已延期至交割后的合理期间)已在相关土地登记处完成公证和登记, 并(如需要)已完成为将期权地块(与 Muga 项目建设不需要的地块)分割而所需的手续和登记以便能够为其办理登记的证据, 除非经由充矿聘任的有适当资质的顾问正式签署的一份确认书确认, 未取得该等公证和登记不属于也不会导致高地资源重大不利变化(包括导致任何重大障碍)。</p>
10	<b>Closing certificate</b> 交割条件满足证明	<p>a certificate addressed to YK and duly executed by HFR certifying that no matter has arisen on or before Completion that would result in any of the Conditions in Part 2 of Schedule 3 not being treated as satisfied for the purpose of clause 3.1.</p> <p>经高地资源正式签署的出具给充矿的证书, 证明在交割之时或之前均未发生会导致附表 3 第 2 部分中的任何条件就第 3.1 条的目的而言不被视为获得满足的任何事项。</p>

### 3. Post Completion actions 交割后行动

Immediately following Completion:  
交割后,

- (a) Highfield and YK must procure that:  
高地资源和充矿必须立即促使:
- (i) any forms referred to in this Schedule 4 are lodged with the appropriate Governmental Agency;  
向有关政府机构提交本附表 4 所述的文书;
  - (ii) relevant ASIC forms are lodged to reflect the actions taken under this Schedule 4;  
and  
提交 ASIC 相关表格, 以反映根据本附表 4 采取的行动; 和
  - (iii) the Encumbrances referred to in item 6 of clause 2.1(a) of this Schedule 4 (release of Encumbrances) are removed from the PPS Register.  
本附表 4 第 2.1(a)条第 6 项 (权利负担解除) 所述的权力负担从 PPS 登记簿中删除。
- (b) Highfield must (to the extent not evident on the face of the Share Pledge and the Australian Security Document) provide YK with evidence that the release and discharge of all Encumbrances created under the Share Pledge and the Australian Security Document has

... been affected and, within 45 Business Days after the Completion Date, provide YK with evidence that the relevant registration of such release and discharge has been completed. 高地资源必须（在单凭股份质押协议和澳大利亚担保文件本身无法证明的范围内）向兖矿提供证据，证明股份质押协议和澳大利亚担保文件项下设置的所有权利负担均已解除，并且，在交割日期后 45 个工作日内，向兖矿提供证据证明该等解除的相关登记均已办理。

# Schedule 5 – Mutual Locked Box

## 附表 5- 相互锁箱

### 1. No Leakage

无漏损

Each Locked Party covenants and undertakes to the Other Party that in the period from the Locked Box Date up to (and including) the Completion Date, and including any agreement or commitment (whether conditional or not), except to the extent comprising a Permitted Leakage or YK Adjustment Leakage:

每一被锁方向另一方允诺并承诺，在从锁箱日到（包括）交割日期期间，包括任何协议或承诺（无论是否附带条件），除包含允许漏损或充矿调整漏损外：

- (a) no dividend or other distribution of profits or assets (including any return of capital) or revaluation of assets has been or will be declared, paid or made (or determined to be paid or made) by any Locked Group Company to or for the benefit of the Locked Party or its Affiliates other than dividends or other distributions of profits or assets (including any return of capital) that has been or will be declared paid or made by a Locked Group Company to another Locked Group Company;

任何被锁集团公司均未曾亦不会向被锁方或其关联方或为他们的利益宣派、支付或作出（或确定支付或作出）股息或其他利润或资产分配（包括任何资本回报）或资产重估（被锁集团公司已经或将会向另一被锁集团公司宣派、支付或作出的股息或其他利润或资产分配（包括任何资本回报）除外）；

- (b) no payments have been or will be made by any Locked Group Company to or for the benefit of the Locked Party or to any of their shareholders, officers or directors or to a Related Entity of a shareholder, officer or director of the Locked Party (except payments made by a Locked Group Company to another Locked Group Company);

任何被锁集团公司均未曾亦不会向被锁方或为其利益、向其任何股东、高级职员或董事或向被锁方股东、高级职员或董事的相关实体支付任何款项（被锁集团公司向另一被锁集团公司支付的款项除外）；

- (c) no Encumbrance is created nor any agreement to create an Encumbrance is made over any asset of any Locked Group Company in favour of the Locked Party or its Affiliates (other than an encumbrance created by a Locked Group Company in favour of another Locked Group Company);

未对任何被锁集团公司的任何资产以被锁方或其关联方为受益人设置权利负担，也未就设置该等权利负担达成任何协议（被锁集团公司以另一被锁集团公司为受益人设置的权利负担除外）；

- (d) no share or loan capital of any Locked Group Company has been or will be issued, redeemed, repurchased or repaid in a manner which results in a payment to or an agreement or obligation to make a payment to the Locked Party or its Affiliates (other than a payment by a Locked Group Company to another Locked Group Company);

任何被锁集团公司的股份或贷款资本均未曾亦不会以导致向被锁方或其关联方付款或导致涉及该等付款的协议或义务的方式发行、赎回、回购或偿还（被锁集团公司向另一被锁集团公司付款除外）；

- (e) no amounts owed to a Locked Group Company by the Locked Party, its Affiliates or a Related Body Corporate of its Affiliates have been or will be waived or forgiven (other than the waiver or forgiveness of amounts owed by a Locked Group Company to another Locked Group Company);

被锁方、其关联方或其关联方的相关法人团体对被锁集团公司的任何欠款均未曾亦不会被放弃或免除（放弃或免除被锁集团公司对另一被锁集团公司的欠款除外）；

- (f) no assets, rights or other benefits have been or will be transferred by a Locked Group Company to any Locked Party or its Affiliates or a Related Body Corporate of its Affiliates (other than the transfer of assets, rights or other benefits by a Locked Group Company to another Locked Group Company);  
被锁集团公司未曾亦不会向任何被锁方或其关联方或其关联方的相关法人团体转让任何资产、权利或其他利益（被锁集团公司向另一被锁集团公司转让资产、权利或其他利益除外）；
- (g) no liabilities have been or will be assumed or incurred (or any indemnity given in respect thereof) by a Locked Group Company for the benefit of the Locked Party, its Affiliates or a Related Body Corporate of its Affiliates (other than liabilities assumed or incurred, or an indemnity given in respect thereof, by a Locked Group Company to another Locked Group Company);  
被锁集团公司未曾亦不会为被锁方、其关联方或其关联方的相关法人团体的利益承担或产生任何责任（或就此给予任何赔偿）（被锁集团公司向另一被锁集团公司承担或产生的责任或就此给予的赔偿除外）；
- (h) no management, consulting, monitoring or other shareholder or directors' fees, bonuses or payments of a similar nature (together costs) have been or will be incurred or paid by a Locked Group Company to or for the benefit of any Locked Party or its Affiliates or a Related Entity of its Affiliates (other than costs which have been or will be incurred by a Locked Group Company to or for the benefit of another Locked Group Company and provided those costs are only paid to another Locked Group Company);  
被锁集团公司未曾亦不会向任何被锁方或其关联方或其关联方的相关实体或为他们的利益产生或支付任何管理、咨询、监督或其他股东或董事费用、奖金或类似性质的付款（统称成本）（被锁集团公司已经或将会向另一被锁集团公司或为其利益产生的成本除外，前提是这些成本仅支付给另一被锁集团公司）；
- (i) no costs or expenses of the Locked Party or its Affiliates relating to the Transaction (including advisers' fees and any transaction or sale bonuses or other payments payable as a result of Completion (to any person)), have been or will be paid or incurred, by a Locked Group Company; and  
被锁集团公司未曾亦不会支付或产生被锁方或其关联方与交易有关的任何成本或费用（包括顾问费、任何交易或销售奖金或因交割而应付（给任何人）的其他款项）；及
- (j) no Tax or Tax Costs in relation to any of the items above have been or will be paid or incurred, by a Locked Group Company,  
任何被锁集团公司均未曾也不会支付或产生与上述任何项目有关的税款或税款成本。

(each item, a **Leakage**).

（分别称为**漏损**）

## 2. Notification of Leakage

### 漏损通知

Each Locked Party will notify the Other Party in writing as soon as practicable after it becomes aware of a payment or transaction which constitutes a breach of the covenants and undertakings which it has provided in clause 1 of this Schedule 5.

每一被锁方在获知任何付款或交易构成违反其在本附表 5 第 1 条中提供的允诺和承诺后，将在可行的情况下尽快书面通知另一方。

## 3. Locked Box Certificate

### 锁箱证明书

- (a) On the Completion Date, each of YK and Highfield must deliver to the other a certificate (**Locked Box Certificate**), signed by a director and the chief financial officer of each of the Yancoal Target Group or Highfield Group (as applicable), confirming:  
在交割日期, 兖矿和高地资源均须向对方交付一份由兖煤目标集团或高地资源集团(视情况而定)的一名董事和首席财务官签署的证明书(**锁箱证明书**), 确认:
- (i) whether there has been any Leakage other than Permitted Leakage and the YK Adjustment Leakage (**Net Leakage**) between the relevant Locked Box Date and Completion; and  
在相关锁箱日至交割期间是否存在允许漏损和兖矿调整漏损(**净漏损**)以外的任何漏损; 及
- (ii) the amount of the Net Leakage (respectively),  
(各自)净漏损数量;
- (each, the **Notified Leakage**).  
(分别称为**告知漏损**)。
- (b) Each of YK and Highfield must, within 5 Business Days of Completion, grant the other Party and its Representatives access to such financial records, books and other relevant materials in its possession which are reasonably necessary for that party to verify the Locked Box Certificate issued by YK and Highfield (respectively), including sufficient access to financial records, Business Records and other relevant materials reasonably requested, to enable the other Party and its Representatives to identify any Leakage that has not been captured in the Locked Box Certificate.  
兖矿和高地资源均须在交割后的5个工作日内, 允许另一方及其代表查阅其掌握的、对该方验证兖矿与高地资源(各自)签发的锁箱证明书而言合理必要的财务记录、账簿和其他相关材料, 包括充分查阅财务记录、业务记录和其他合理要求的相关材料, 以便另一方及其代表能够确定锁箱证明书中未记录的任何漏损。
- (c) If the Notified Leakage is not disputed by the other Party in writing within 6 months of Completion or of being granted access to information in accordance with clause 3(b) of Schedule 4, whichever is later, it will be taken to have been agreed by all parties for the purposes of this document. To avoid doubt, written notification of the identification of Leakage that has not been captured in the Locked Box Certificate constitutes a dispute in relation to Notified Leakage.  
如果另一方在交割或根据附表4第3(b)条获得信息查阅权限(以较晚者为准)后6个月内没有对告知漏损书面提出异议, 则就本文件而言, 告知漏损将被视为已获各方同意。为避免疑义, 锁箱证明书中未记录的漏损的书面确定通知构成关于告知漏损的争议。

#### 4. Dispute of the Notified Leakage

##### 告知漏损争议

- (a) If the Notified Leakage notified in a party's Locked Box Certificate (**Respondent**) is disputed by the Other Party (**Claimant**), including a dispute in relation to Leakage that is not included in the Respondent's Locked Box Certificate but has been notified in writing, the Claimant must give notice in writing of such fact to the Respondent within 6 months of Completion or of being granted access to information in accordance with clause 3(b) of Schedule 5, whichever is later, specifying in reasonable detail the matters which are in dispute (**Locked Box Dispute Notice**).  
如果一方的锁箱证明书(**被申请人**)中通知的告知漏损受到另一方(**申请人**)提出异议, 包括与未包含在被申请人的锁箱证明书中但已收到书面通知的漏损有关的争议, 申请人必须在交割或根据附表5第3(b)条获得信息查阅权限(以较晚者为准)后6个月内, 就此向被申请人发出书面通知, 合理详细地说明争议事项(**锁箱争议通知**)。
- (b) To the extent that the Claimant and Respondent cannot reach agreement on the relevant adjustment to the Notified Leakage the subject of the Locked Box Dispute Notice within 10

Business Days after the date of the Locked Box Dispute Notice, either the Claimant or Respondent may refer the dispute to the Expert, on the basis that the Expert must resolve the matter raised in the Locked Box Dispute Notice:

如果申请人和被申请人在锁箱争议通知日期后的 10 个工作日内无法就锁箱争议通知所涉的告知漏损的相关调整达成一致，申请人或被申请人可以将争议提交给专家，前提是专家必须按下文所载解决锁箱争议通知中提出的问题：

- (i) having regard to the terms of this schedule and other relevant provisions of this agreement;  
考虑本附表的条款和本协议的其他相关规定；
  - (ii) according to whatever procedures the Expert decides, in the Expert's absolute discretion, but subject to the requirements of procedural fairness; and  
根据专家决定的任何程序，由专家全权决定，但须符合程序公平的要求；及
  - (iii) exercising the Expert's own skill, judgment and experience.  
运用专家自己的技能、判断和经验。
- (c) The Claimant and Respondent must:  
申请人和被申请人必须：
- (i) sign whatever reasonable terms of engagement the Expert requires; and  
签署专家要求的任何合理聘用条款；及
  - (ii) use reasonable endeavours to provide the Expert with any information reasonably required by the Expert.  
尽合理努力向专家提供专家合理要求的任何信息。
- (d) The parties must instruct the Expert to make a decision on the dispute and notify the parties of its decision within 20 Business Days of receiving the reference or such longer reasonable period as the Expert may determine. The Expert must give reasons for the decision.  
各方必须指示专家就争议作出决定，并在收到参考资料后 20 个工作日内或专家确定的更长合理期限内将其决定通知各方。专家必须说明决定的理由。
- (e) The Claimant and Respondent must each pay half of the costs of the Expert and the Expert's advisers, unless the Expert, in its absolute discretion, decides otherwise.  
申请人和被申请人须各自支付专家和专家顾问费用的一半，专家全权另行决定的除外。
- (f) The Expert's decision is, in the absence of manifest error, final and binding on the parties.  
若无明显错误，专家的决定是最终的，并对各方均有约束力。

## 5. Leakage indemnity

### 漏损赔偿

Subject to clause 6 of this Schedule 5:  
受限于本附表 5 第 6 条：

- (a) YK indemnify Highfield against any Leakage, other than Permitted Leakage and the YK Adjustment Leakage, that occurs in respect of Yancoal Target Group in the period from the Locked Box Date up to (and including) the Completion Date.  
对于在锁箱日至交割日期（包括交割日期）期间发生的与兖煤目标集团有关的任何漏损（允许漏损和兖矿调整漏损除外），兖矿应赔偿高地资源。
- (b) Highfield indemnifies YK against any Leakage, other than Permitted Leakage, that occurs in respect of Highfield Group in the period from the Locked Box Date up to (and including) the Completion Date.

对于在锁箱日至交割日期（包括交割日期）期间发生的与高地资源集团有关的任何漏损（允许漏损除外），高地资源应赔偿兖矿。

## 6. Payments Relating to Leakage 漏损相关付款

- (a) Once the Notified Leakage of each of YK and Highfield is finally agreed or determined:  
一旦兖矿和高地资源各自的告知漏损最终商定或确定：
- (i) YK's Notified Leakage and Highfield's Notified Leakage must be set off against each other to produce a net amount payable, and if as a result of that set off:  
兖矿的告知漏损和高地资源的告知漏损必须相互抵销，由此产生应付净额，且如果由于该抵销，
- (A) there is a residual balance of YK's Notified Leakage, YK must pay that amount to Highfield; or  
兖矿的告知漏损剩有余额，则兖矿必须向高地资源支付该金额；或
- (B) there is a residual balance of Highfield's Notified Leakage, Highfield must pay that amount to YK,  
高地资源的告知漏损剩有余额，则高地资源必须向兖矿支付该金额，

### **(Net Leakage Adjustment Amount).** **(净漏损调整额)**

- (b) The parties agree that:  
各方同意：
- (i) if a Net Leakage Adjustment Amount is payable by YK, the Net Leakage Adjustment Amount will be paid as a cash sum to Highfield by YK as a reduction of the Headline Purchase Price; or  
如果兖矿应支付净漏损调整额，则兖矿将以现金向高地资源支付净漏损调整额，作为基础购买价格的减少额；或
- (ii) if a Net Leakage Adjustment Amount is payable by Highfield, the Net Leakage Adjustment Amount will be paid as a cash sum (or as otherwise agreed between the parties) to YK as an increase to the Headline Purchase Price.  
如果高地资源应支付净漏损调整额，则净漏损调整数量将以现金（或按各方的另行约定）支付给兖矿，作为基础购买价格的增加额。

# Schedule 6 – Permitted Leakage

## 附表 6 – 允许漏损

### 1. Permitted Leakages

#### 允许漏损

- (a) A Locked Group Company may:  
被锁集团公司可以:
- (i) pay any payment to the extent provided for in:  
支付下列报表中规定的任何款项;
    - (A) in respect of Yancoal Target Group, the balance sheet as at the Locked Box Date provided in the Disclosure Letter delivered by YK; or  
就兖煤目标集团而言, 由兖矿交付的披露函中提供的截至锁箱日期的资产负债表; 或者
    - (B) in respect of Highfield Group, a consolidated balance sheet as at the Locked Box Date provided in the Disclosure Letter delivered by Highfield;  
就高地资源集团而言, 由高地资源交付的披露函中提供的截至锁箱日期的合并资产负债表;
  - (ii) pay any payment or do anything that is expressly permitted or required to be done by or under any Transaction Agreement;  
支付任何交易协议明确允许或要求支付的任何款项或采取任何交易协议明确允许或要求采取的任何行动;
  - (iii) if it is a Yancoal Target Group Member, pay any amount paid by a Yancoal Target Group Member to an employee of the Yancoal Target Group in reimbursement of any business-related expenses incurred by that employee on behalf of the Yancoal Target Group Member, or in connection with the performance of any employment with a Yancoal Target Group Member provided the aggregate amount does not exceed \$150,000 in any calendar month;  
(若其为兖煤目标集团成员) 支付兖煤目标集团成员向兖煤目标集团员工支付的任何金额, 以报销该员工代表兖煤目标集团成员发生的任何业务相关费用, 或与履行与兖煤目标集团成员的任何雇佣关系有关的费用, 前提是任何日历月的总金额不超过 150,000 澳元;
  - (iv) if it is a Highfield Group Member, pay any amount paid by a Highfield Group Member to an employee of the Highfield Group in reimbursement of any business-related expenses incurred by that employee on behalf of the Highfield Group, or in connection with the performance of any employment with a Highfield Group Member provided the aggregate amount does not exceed \$150,000 in any calendar month;  
(若其为高地资源集团成员) 支付高地资源集团成员向高地资源集团员工支付的任何金额, 以报销该员工代表高地资源集团发生的任何业务相关费用, 或与履行与高地资源集团成员的任何雇佣关系有关的费用, 前提是任何日历月的总金额不超过 150,000 澳元;
  - (v) pay the reasonable fees and costs (plus GST and disbursements) of advisers, lawyers and accountants and other costs incurred in relation to the transactions contemplated by this agreement, the Investors Subscription Agreements and the Transaction Agreements (such as disbursements as incurred and charged by advisers, lawyers and accountants);

支付顾问、律师和会计师的合理费用和成本（加上商品及服务税和代垫开支），以及因本协议、投资者认购协议和交易协议拟议的交易发生的其他费用（比如顾问、律师和会计师发生和收取的代垫开支）；

- (vi) **pay directors' and officers' fees payable to directors or officers of the Yancoal Target Group or Highfield in accordance with the terms and conditions of their appointment as disclosed in the Disclosure Materials and Highfield Disclosure Materials and existing prior to the Execution Date, including any ordinary course reimbursement of director expenses;**

根据披露材料和高地资源披露材料中披露的、在签署日期之前存在的相关任命条款和条件，支付应付给兖煤目标集团或高地资源董事或高级职员董事和高级职员费用，包括董事费用的任何正常报销；

- (vii) **draw on its existing working capital facility in the ordinary course of business; and** 在正常经营过程中动用其现有的营运资金；及

- (viii) **pay Tax in the ordinary course.** 在正常过程中纳税。

# Schedule 7 – Indicative Timetable

## 附表 7 - 指示性时间表

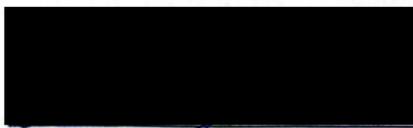
Event 活动	Date 日期
Draft Notice of Meeting provided to ASIC and ASX 向 ASIC 和 ASX 提供会议通知草案	December 2024 2024 年 12 月
Notice of Meeting despatched to Highfield Shareholders 向高地资源股东寄发会议通知	December 2024 / January 2025 2024 年 12 月/2025 年 1 月
Highfield Shareholder Meeting 高地资源股东大会	January / February 2025 2025 年 1 月/2 月
Completion Date 交割日期	First half of 2025 2025 年上半年

# Signing Page

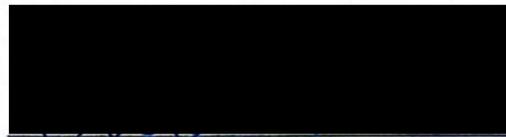
## 签署页

**EXECUTED** as an agreement.  
作为协议签署

**Executed by Highfield Resources Limited in  
accordance with Section 127 of the Corporations  
Act 2001**  
由高地资源有限公司根据《2001年公司法》第127  
条签署



Signature of director  
董事签名



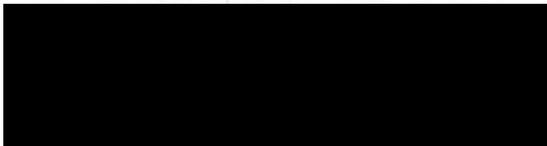
Signature of director/company secretary  
(Please delete as applicable)  
董事/公司秘书签名  
(请酌情删除)



Name of director (print)  
董事姓名 (打印)



Name of director/company secretary (print)  
董事/公司秘书姓名 (打印)



Usual address (print)  
常用地址 (打印)



Usual address (print)  
常用地址 (打印)

# Signing Page

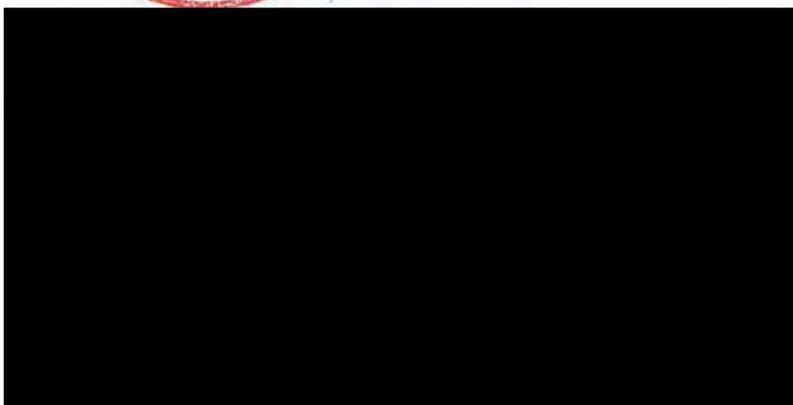
## 签署页

EXECUTED as an agreement.

作为协议签署

Executed by Yankuang Energy Group Company Limited

由兖矿能源集团股份有限公司签署



# Annexure A – YK Subscription Agreement

## 附件 A – 兗矿认购协议



**Execution Version**  
签署版

# **Equity subscription agreement**

## **股权认购协议**

Project Puma  
美洲狮项目

Highfield Resources Limited  
高地资源有限公司

Yankuang Energy Group Company Limited  
兖矿能源集团股份有限公司

# Details

## 详细信息

Date  
日期

---

### Parties

#### 缔约方

Name  
名称

**Highfield Resources Limited**  
高地资源有限公司

ACN  
ACN

153 918 257  
153 918 257

Short form name  
简称

**Company**  
公司

Notice details  
通知接收地址详情

**Mailing address:** 169 Fullerton Road, Dulwich, South Australia 5065 Australia  
**邮寄地址:** 169 Fullerton Road, Dulwich, South Australia 5065 Australia

**Email:** ignacio.salazer@highfieldresources.com.au and kadams@hlbsa.com.au, with copies to daniel.scotti@minterellison.com, nicole.sloggett@minterellison.com and philippa.stone@hsf.com  
**电子邮件:** ignacio.salazer@highfieldresources.com.au 和 kadams@hlbsa.com.au, 并抄送 daniel.scotti@minterellison.com 、 nicole.sloggett@minterellison.com 和 philippa.stone@hsf.com

**Attention:** The Directors  
**收件人:** 董事

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Name  
名称

**Yankuang Energy Group Company Limited**  
兖矿能源集团股份有限公司

Short form name  
简称

**Subscriber**  
认购人

Notice details  
通知接收地址详情

**Mailing address:** No. 949, South Fushan Road, Zoucheng City, Jining City, Shandong Province, China.  
**邮寄地址:** 中国山东省济宁市邹城市鳧山南路 949 号

**Email:** ymewun@163.com; yknyyhr@163.com  
**电子邮件:** ymewun@163.com; yknyyhr@163.com

**Attention:** Wu Ning; Yin Haoran  
**收件人:** 吴宁; 尹浩然

### Background

#### 背景介绍

A The Subscriber wishes to subscribe for or procure the Nominee to subscribe for, and the Company wishes to issue, the Subscription Shares for the Subscription Price, on the terms set out in this agreement.  
认购人希望按本协议所载条款以认购价认购（或促使确保被指定人）认购认购股份，而公司希望按本协议所载条款发行认购股份。

# Agreed terms

## 商定条款

### 1. Defined terms & interpretation

术语定义与解释

#### 1.1 Defined terms

定义术语

In this agreement, unless the context requires otherwise, terms defined within a clause have the same meaning throughout this agreement and:

在本协议中，除非上下文另有要求，否则某个条款中定义的术语在整个本协议中使用具有相同的含义，并且：

**Affiliate** means, in respect of a person (**Primary Person**), any person that, directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the Primary Person.

**关联方**就任何人（**前者**）而言，指直接或通过一个或多个中间人间接控制前者、受前者控制或与前者受共同控制的任何人。

**ASIC** means the Australian Securities and Investments Commission.

**ASIC** 指澳大利亚证券和投资委员会。

**ASX** means ASX Limited (ABN 98 008 624 691) or the market it operates, as the context requires.

**ASX** 指 ASX Limited (ABN 98 008 624 691) 或其运营的市场（视上下文而定）。

**ASX Listing Rules** means the listing rules of ASX.

**ASX 上市规则**指 ASX 的上市规则。

**Business Day** means:

工作日

(a) for receiving a notice under clause 11, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and

就接收第 11 条项下的通知而言，指在接收通知的地点除星期六、星期日、公共节假日或银行假日以外的一日；及

(b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia, Luxemburg, Hong Kong, Saskatoon, Canada or China.

就所有其他目的而言，指在澳大利亚悉尼、卢森堡、香港、加拿大萨斯卡通或中国除星期六、星期日、公共节假日或银行假日以外的一日。

**Capital Raising Amount** means any subscription monies (expressed in USD) associated with Shares issued or to be issued by the Company pursuant to one or more equity subscription agreements (on terms consistent with the terms of this agreement) or other equity capital raisings, the details of which are announced by the Company to ASX on or after the date of the Implementation Agreement and prior to Completion, but **excluding** Shares issued to the Subscriber under this agreement and any Shares issued under the Short-Term Funding (as defined in the Implementation Agreement).

**融资金额**指与公司根据一项或多项股权认购协议（条款与本协议的条款一致）或其他股本融资而发行或将要发行的任何股份相关的任何认购款项（以美元表示），其详情由公司在实施协议日期当日或之后、交割之前向 ASX 公布，但**不包括**根据本协议向认购人发行的股份以及根据前序融资(定义见实施协议)发行的任何股份。

**Claim** means any allegation, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

**索赔**指任何性质的指控、诉因、责任、索赔、程序、诉讼或要求，不论其如何产生，也不论其是现在的还是将来的、是确定的还是未确定的、是实际的还是或有的，不论是依据普通法、衡平法、成文法还是另行提起的。

**Completion** means completion of the issue of the Subscription Shares in accordance with clause 4.  
**交割**指根据第 4 条完成认购股份的发行。

**Completion Date** means the date on which completion under the Implementation Agreement occurs, or any other date agreed in writing by the Company and the Subscriber.  
**交割日期**指实施协议项下的交割发生的日期，或公司与认购人书面约定的任何其他日期。

**Condition** means a condition set out in clause 3.1.  
**条件**指第 3.1 条中所载的条件。

**Confidential Information** means all:  
**机密信息**指：

- (a) information about the existence, content or effect of this agreement or any other documents executed in connection with this agreement, including the Implementation Agreement;  
关于本协议或与本协议相关而签署的，包括实施协议在内的，任何其他文件的存在、内容或效力的信息；
- (b) information about the fact or substance of the Transaction or any activities or communications in connection with the Transaction;  
关于交易或涉及交易的任何活动或沟通的事实或内容的信息；
- (c) information held in any form or medium relating to any Group Member or Muga Project, or relating to the Subscriber or any Related Body Corporate of the Subscriber or Southey Project (as defined in the Implementation Agreement), including all past, current and prospective financial, accounting, trading, marketing, technical, product and business information; and  
以任何形式或介质持有的、与任何集团成员或 Muga 项目或与认购人或认购人任何相关法人团体或 Southey 项目（定义见实施协议）相关的信息，包括所有过去、现在和潜在的财务、会计、交易、营销、技术、产品和业务信息；及
- (d) information which is wholly or partly derived from or based on, includes, summarises or refers to (a) to (c) above.  
全部或部分衍生自、基于、包含、概述或提及上文(a)至(c)项信息的信息。

**Constitution** means the constitution of the Company.  
**章程**指公司的章程。

**Control** has the meaning given to that term in section 50AA of the Corporations Act.  
**控制**具有《公司法》第 50AA 条赋予的含义。

**Controller** has the meaning it has in the Corporations Act.  
**控制人**具有《公司法》中的含义。

**Corporations Act** means the *Corporations Act 2001* (Cth).  
**《公司法》**指《2001 年联邦公司法》。

**Encumbrance** has the meaning given to the term "Encumbrance" under the Implementation Agreement.  
**权利负担**具有实施协议项下赋予“权利负担”一词的相同含义。

**Excluded Information** means Confidential Information which:  
**除外信息**指符合以下条件的机密信息：

- (a) is in or becomes part of the public domain other than through breach of this agreement or the Implementation Agreement or an obligation of confidence owed to a party or any Related Body Corporate of a party;  
该信息已经公开，但因违反本协议或实施协议或对一方或一方的任何相关法人团体负有的保密义务所造成的除外；

- (b) the party receiving the Confidential Information can prove by contemporaneous written documentation was already known to it at the time of disclosure by a party or its Related Bodies Corporate or Representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality);  
接收机密信息的一方能够通过同期的书面文件证明，在一方或其相关法人团体或代表披露机密信息时，该方已经知晓该信息（除非该信息是在违反保密义务的情况下披露的）；
- (c) the party receiving the Confidential Information acquires from a source other than the party disclosing the Confidential Information or any Related Body Corporate or Representative of that party where such source is entitled to disclose it.  
该信息由接收机密信息的一方从除披露机密信息的一方或该方的任何相关法人团体或代表以外的其他来源获得，而该来源有权披露该信息。

**FATA** means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and the *Foreign Acquisitions and Takeovers Regulation 2015 (Cth)*.

**FATA** 指《1975年联邦外国收购和接管法》和《2015年联邦外国收购和接管条例》。

**Government Agency** means any government, governmental, semi-governmental, administrative, fiscal, judicial or quasi judicial body, department, commission, authority, tribunal, agency or entity.

**政府机构**指任何政府以及任何政府、半政府、行政、财政、司法或准司法机构、部门、委员会、权力部门、法庭、机关或实体。

**Group** means the Company and each of its Subsidiaries from time to time.

**集团**指公司及其不时的各子公司。

**Group Member** means any member of the Group.

**集团成员**指集团的任何成员。

**GST** has the meaning given to it in GST Law and in addition includes amounts payable by way of interest and penalties on the primary GST liability.

**商品及服务税**具有商品及服务税法律所赋予的含义，此外还包括作为对主要商品及服务税责任的利息和罚金而应付的金额。

**GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**商品及服务税法律**与《1999年联邦新税制(商品和服务税)法》中赋予该表述的含义相同。

**IA Completion** has the same meaning given to the term "Completion" under the Implementation Agreement.

**实施协议交割**具有实施协议项下赋予“交割”一词的相同含义。

**IA Conditions** has the same meaning given to the term "Conditions" under the Implementation Agreement.

**实施协议条件**具有实施协议项下赋予“条件”一词的相同含义。

**IA Warranties** has the same meaning given to the term "Highfield Warranties" under the Implementation Agreement.

**实施协议保证**具有实施协议项下赋予“高地资源保证”一词的相同含义。

**Implementation Agreement** means the implementation agreement between the Company and the Subscriber dated on or about the date of this agreement.

**实施协议**指公司与认购人之间于本协议签订之日或前后签订的实施协议。

A person is **Insolvent** if:

在以下情况下，视为某人发生**破产事件**：

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or  
该人是（或声明其是）已被接管的无力偿债者或无力偿债者（两者定义见《公司法》）；或
- (b) is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or

该人正处于清算、临时清算、接管或清盘阶段，或其财产已被指定了一名控制人；或

- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or  
该人受制于任何安排、转让、延期偿付或和解，根据任何法规受保护免遭债权人追偿或被解散（在每种情况下，在有偿付能力的情况下根据本协议其他各方批准的条款进行重整或合并的除外）；或
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 14 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or  
已就该人提出申请或下达命令（如果是申请，则未在 14 天内中止、撤回或驳回）、通过决议、提出建议或采取任何其他行动，为上述(a)、(b)或(c)项的任何情况作准备或可能导致上述(a)、(b)或(c)项的任何情况；或
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or  
根据《公司法》第 459F(1)条，该人被视为未遵守法定要求；或
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or  
该人成为《公司法》第 459C(2)(b)条或第 585 条所述事件的对象（或其做出声明，使本协议另一方合理推断其成为所述事件的对象）；或
- (g) it is otherwise unable to pay its debts when they fall due; or  
该人无力偿还到期债务；或
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.  
根据任何司法管辖区的法律，该人发生与(a)至(g)项有实质相似影响的事件。

**Loss** has the meaning given to that term in the Implementation Agreement.

**损失**具有实施协议中赋予该词的含义。

**Muga Project** means the Company's flagship project, in its current state of development, targeting the relatively shallow sylvinitic beds in an area that covers about 46 square kilometres located in the Provinces of Navarra and Aragón and settled in the mining concessions of Muga, Goyo and Fronterizo.

**Muga 项目**指处于其当前开发状态的公司旗舰项目，目标是位于纳瓦拉省和阿拉贡省的面积约 46 平方公里的相对较浅的钾盐矿层，位于 Muga、Goyo 和 Fronterizo 采矿特许区内。

**Nominated Shares** means the number of Shares to be issued to the Nominee or Nominees as specified in the notice given by the Subscriber to the Company in accordance with clause 2.3.

**指定股份**指根据认购人按照第 2.3 条发送给公司的通知中所述，拟向被指定人发行的股份数量。

**Nominee** means a person which is the subject of a notice given by the Subscriber to the Company under clause 2.3.

**被指定人**指认购人根据第 2.3 条向公司发送的通知中指明的人。

**Notice of Meeting** has the meaning given to the term "Notice of Meeting" under the Implementation Agreement.

**会议通知**具有实施协议项下赋予“会议通知”一词的含义。

**Other Investors** has the meaning given to the term 'Other Investors' in the Implementation Agreement.

**其他投资者**具有实施协议中赋予“其他投资者”一词的含义。

**Related Body Corporate** has the meaning it has in the Corporations Act.

**相关法人团体**具有《公司法》中的含义。

**Representative** of a party includes an Affiliate, employee, agent, officer, director, auditor, adviser, partner, associate, consultant, joint-venturer, contractor or sub-contractor of that party or of an Affiliate of that party. 一方的**代表**包括该方或其关联方的关联方、雇员、代理、高级职员、董事、审计师、咨询顾问、合伙人、伙伴、顾问、合资方、承包商或分包商。

**Securities** has the meaning given to the term 'equity securities' in the ASX Listing Rules. **证券**具有 ASX 上市规则中"权益证券"一词的含义。

**Share** means a fully paid ordinary share in the capital of the Company. **股份**指公司资本中的缴足股款的普通股。

**Share Subscription Form** means the share subscription form to be completed by a Nominee to apply for Nominated Shares in the form annexed to this agreement as Exhibit A. **股份认购表**指拟由被指定人填写的、申请认购指定股份的股份认购表单，其格式作为附录 A 附于本协议。

**Shareholder** means a holder of any Share. **股东**指任何股份的持有人。

**Subscription Amount** means the amount equal to the Subscription Price multiplied by the total number of Subscription Shares to be issued to the Subscriber on Completion. **认购金额**指相当于认购价乘以交割时将向认购人发行的认购股份总数所得的金额。

**Subscription Price** means the price payable for each Subscription Share, being \$0.50. **认购价**指每股认购股份的应付价格，即 0.50 澳元。

**Subscription Shares** means the lower of the number of Shares calculated by:  
**认购股份**指按照以下两种方式计算的股份数量中的较低者：

- (a) deducting the Capital Raising Amount from US\$220 million and dividing the result by the Subscription Price; and  
将 2.2 亿美元减去融资金额后所得金额再除以认购价格；和
- (b) dividing US\$90 million by the Subscription Price,  
将 9000 万美元除以认购价格，

unless otherwise notified by the Subscriber in writing to the Company no later than three Business Days prior to the date of dispatch of the Notice of Meeting (as defined in the Implementation Agreement) in accordance with the requirements of the Implementation Agreement, in which case the Subscription Shares should be the number of Shares so notified, provided that such amount is:

除非认购人不晚于按照实施协议的要求发送会议通知（定义见实施协议）之日前三个工作日以书面形式另行将数量通知公司，这种情况下，认购股份为该通知中告知的股份数量，但是，该数量：

- (c) no lower than the lower of (a) and (b) above; and  
不得低于上文(a)和(b)项两者中的较低者；及
- (d) no higher than (b) above.  
不得高于上文(b)项中的数量。

**Subsidiary** has the meaning given in the Corporations Act. **子公司**具有《公司法》赋予的含义。

**Sunset Date** has the meaning given to the term "Sunset Date" under the Implementation Agreement. **日落日**具有实施协议中赋予"日落日"一词的含义。

**Transaction** has the meaning given to the term "Transaction" under the Implementation Agreement. **交易**具有实施协议中赋予"交易"一词的含义。

**Warranties** means the warranties, undertakings and representations set out in Schedule 1. **保证**指附件 1 中的保证、承诺和陈述。

## 1.2 Interpretation

### 解释

Unless the contrary intention appears, a reference in this agreement to (a) a document (including this agreement) includes any variation or replacement of it; (b) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement; (c) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; (d) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include state, territory and federal laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); (e) the singular includes the plural and vice versa; (f) the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any Government Agency; (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; (h) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day; (i) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; (j) a group of persons or things is a reference to any two or more of them jointly and to each of them individually; (k) the words 'include', 'including', 'for example' or 'such as' when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; (l) to time is a reference to South Australia, Australia time; (m) any thing (including any amount) is a reference to the whole and each part of it; (n) Australian dollars, dollars, \$, A\$ or AUD is a reference to the lawful currency of Australia; (o) United States dollars, USD or US\$ is a reference to the lawful currency of the United States of America; (p) a promise on the part of two or more persons binds them jointly and severally; and (q) no provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this agreement or that provision.

除非出现相反的意图，否则本协议中提及的 (a) 文件（包括本协议）包括其任何变更或替换；(b) 条款、附件或附表指本协议的条款或附件或附表；(c) 成文法、条例、法典或其他法律包括其项下的法规和其他文书，以及其中任何一项的合并、修订、重新制定或替代；(d) 法律指普通法、衡平法原则和议会制定的法律（议会制定的法律包括州、地区和联邦法律、法规和根据这些法律法规制定的其他文书，以及这些法律的合并、修订、重新制定或替代）；(e) 单数包括复数，反之亦然；(f) "人"包括个人、公司、法人团体、合伙企业、合资企业、非法人团体或协会或任何政府机构；(g) 特定人包括该人的遗嘱执行人、遗产管理人、继承人、替代人（包括以更替方式取得替代权的人）及受让人；(h) 由某日或某行为或事件发生当日起计的时期，不包括该日在内；(i) 一天应解释为从午夜开始到 24 小时后结束的时间段；(j) 一组人或物合指其中任何两个或两个以上的人或物，并且单独指其中的每一人或物；(k) 在举例时，“包括”、“包含”、“例如”或“如”等词并不将该示例对应的词语的含义局限在该示例或类似示例；(l) 时间指澳大利亚南澳大利亚时间；(m) 任何事物（包括任何金额）指其整体及其每个部分；(n) 澳元、\$、A\$或 AUD 指澳大利亚的法定货币；(o) 美元、USD 或 US\$指美国的法定货币；(p) 两人或多人的承诺对他们具有连带约束力；以及 (q) 本协议的任何条款均不得因一方负责起草本协议或该条款而作出不利于该方的解释。

## 1.3 Next Business Day

### 下一个工作日

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

如果某一事件必须在规定日期发生，而该日期不是工作日，则该规定日期将被视为下一个工作日。

## 1.4 Conversion Rate

### 汇率

- (a) All payments under or in connection with this agreement shall be paid in USD.  
本协议项下或与本协议有关的所有款项均应以美元支付。
- (b) Where a calculation under, in connection with, or for the purposes of, this agreement involves one or more amounts which are denominated in a currency other than USD, the calculation shall be performed in USD using, for such non-USD currency amounts, the USD equivalent of them determined by converting such other currency to USD on the basis of the average of the Bloomberg BFIX mid-rate between the two currencies as published by Bloomberg at 4:00pm (New York, United States time) on the Business Day immediately preceding the date of the calculation and in the event the resulting conversion yields a number that extends beyond two decimal points, rounded up to the nearest cent.

如果本协议项下、与本协议有关或为本协议之目的进行的计算涉及用美元以外的其他币种表示的一个或多个金额，则应采用该非美元金额的美元等值金额以美元进行计算，在确定美元等值金额时，应依据紧随计算日期前的那个工作日下午 4:00 时（美国纽约时间）Bloomberg 公布的两币种之间的 Bloomberg BFIX 汇率中间价的平均值，将非美元金额换算成美元金额（如果换算后所得的数值超过小数点后两位，则向上取整至最近美分金额）。

## 1.5 Headings 标题

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

标题（包括段首括号内的标题）仅为方便参阅而设，不影响本协议的解释。

## 2. Subscription 认购

### 2.1 Issue of, and subscription for, Subscription Shares 发行和认购认购股份

The Company agrees to issue, and the Subscriber agrees to subscribe for, the Subscription Shares and pay the Company the Subscription Amount on the terms of this agreement.

公司同意根据本协议的条款发行认购股份，认购人同意根据本协议的条款认购认购股份并向公司支付认购金额。

### 2.2 Agreement to serve as application 协议用于申请

(a) This agreement serves as an application by the Subscriber for the issue of the Subscription Shares on the Completion Date.

本协议作为认购人要求在交割日发行认购股份的申请。

(b) By signing this agreement, the Subscriber consents to become a Shareholder of the Company and agrees to be bound by the Constitution upon the issue of the Subscription Shares to it.

签署本协议即表示认购人同意成为公司股东，并同意在向其发行认购股份后受章程约束。

### 2.3 Nomination of a Nominee 指定被指定人

(a) At least 15 Business Days before the despatch of the Notice of Meeting, the Subscriber may nominate a Nominee by delivering to the Company a nomination form signed by the Subscriber and the Nominee under which the Subscriber and the Nominee acknowledge and agree that:

认购人可在会议通知发送前至少提前十五(15)个工作日，通过向公司发送一份经认购人和被指定人签署的指定表指定一名被指定人，根据该指定表，认购人和被指定人确认并同意：

(i) all applicable references to the Subscriber in this agreement must be read and construed as "the Subscriber or the Nominee";

本协议中提及“认购人”的所有相关之处，必须被解读为指“认购人或被指定人”；

(ii) the Subscriber and the Nominee are jointly and severally liable for the obligations of the Subscriber under this agreement; and

认购人和被指定人对认购人在本协议项下的义务承担连带责任；及

(iii) the nomination of the Nominee does not limit the Subscriber's obligations under this agreement in any way.

对被指定人的指定，不会在任何方面限制认购人在本协议项下的义务。

(b) If the Subscriber nominates a Nominee under clause 2.3, all applicable references in this agreement to the Subscriber must be read and construed as "the Subscriber or the Nominee".

如果认购人根据第 2.3 条指定一名被指定人，本协议中提及“认购人”的所有相关之处，必须被解读为指“认购人或被指定人”。

### 3. Conditions 条件

#### 3.1 Condition to issue of Subscription Shares 发行认购股份的条件

Completion must not occur until all of the following conditions (**Conditions**) are fulfilled (or waived in accordance with clause 3.2):

在下列所有条件（“**条件**”）满足（或根据第 3.2 条被豁免）之前，不得交割：

#	Conditions 条件	Party entitled to benefit 有权受益的缔约方	Party responsible 责任方
1.	All of the IA Conditions having been satisfied (or waived in accordance with the terms of the Implementation Agreement) and IA Completion occurring under the Implementation Agreement simultaneously with Completion under this agreement. 所有实施协议条件均已实现（或已根据实施协议的条款被豁免），并且，实施协议交割在本协议项下交割发生的同时根据实施协议发生。	Subscriber and the Company 认购人与公司	Subscriber and the Company 认购人与公司
2.	Either: 以下任何一项条件：  a) the Subscriber has received a written notice under FATA by, or on behalf of, the Treasurer of the Commonwealth of Australia stating that the Commonwealth Government does not object to the issue of the Subscription Shares to it; or 认购人收到澳大利亚联邦财政部长或其代表根据 FATA 发出的书面通知，声明联邦政府不反对向其发行认购股份；或  b) the Treasurer of the Commonwealth of Australia becomes precluded from making an order in relation to the issue of the Subscription Shares to the Subscriber as contemplated by this agreement under FATA; or 澳大利亚联邦财政部长被阻止根据 FATA 就本协议拟议的向认购人发行认购股份的事宜发布命令；或  c) if an interim order is made under FATA in respect of the issue of the Subscription Shares to the Subscriber as contemplated by this agreement, the subsequent period for making a final order prohibiting the transactions contemplated by this agreement elapses without a final order being made. 如果根据 FATA 就本协议拟议的向认购人发行认购股份的事宜发布了临时命令，但是，之后发布禁止本协议拟议交易的最终命令的期限虽然已届满，却未发布最终命令。	Subscriber and the Company 认购人与公司	Company 公司

#### 3.2 Waiver of conditions 豁免条件

- (a) The Subscriber acknowledges that it is aware of the IA Conditions set out in Schedule 3 of the Implementation Agreement and that these conditions may be waived by only the party or parties to the Implementation Agreement entitled to the benefit thereof under the Implementation Agreement.  
认购人确认：其知晓实施协议附表 3 中所载的实施协议条件，并且，这些条件只能由根据实施协议有权从该等条件中受益的实施协议签约一方或各方豁免。
- (b) Each party must promptly advise the other of the satisfaction of a Condition or if it becomes aware that a Condition has become incapable of being satisfied.  
如果任何条件已满足或其意识到任何条件已无法满足，每一方必须立即告知对方。
- (c) The Conditions referred to in clause 3.1 are not capable of waiver by any party under this agreement.  
第 3.1 条中提及的条件不得由本协议任何一方豁免。

### 3.3 Obligation to satisfy Conditions 满足条件的义务

The parties agree that the provisions of clause 3.3 of the Implementation Agreement shall apply *mutatis mutandis* to the parties, as if:

双方同意，实施协议第 3.3 条的规定应比照适用于双方，如同：

- (a) such provisions were incorporated into this agreement;  
该等规定纳入本协议中。
- (b) references to YK and Highfield (each as defined in the Implementation Agreement) were references to the Subscriber and the Company, respectively; and  
提及兖矿和高地资源（定义均见实施协议），分别指认购人和公司；及
- (c) references to 'Regulatory Approvals' (as defined in the Implementation Agreement) is inclusive of the Condition in item 2 of clause 3.1, where applicable in the context.  
提及“监管批准”（定义见实施协议），在根据上下文适用的情况下，包括第 3.1 条第 2 项中的条件。

### 3.4 Result of non-satisfaction of Conditions 不满足条件的结果

- (a) If any of the Conditions are not satisfied or waived in accordance with clause 3.2 on or before the Sunset Date, the Subscriber or the Company may at any time after the Sunset Date, and before satisfaction or waiver of those Conditions, terminate this agreement by written notice to the other.  
如果任何条件在日落日或该日之前未得到满足也未根据第 3.2 条被豁免，认购人或公司可在日落日之后、该等条件得到满足或被豁免之前的任何时间，通过向另一方发出书面通知终止本协议。
- (b) If any of the Conditions become incapable of being satisfied before the Sunset Date, in the reasonable opinion of the Subscriber or the Company, then from that date either party may terminate this agreement by written notice to the other party (provided that the terminating party is not in breach of a material obligation under this agreement).  
如果认购人或公司合理认为任何条件无法在日落日前得到满足，则从该日起，任何一方均可通过向另一方发出书面通知终止本协议（前提是终止方没有违反本协议规定的重大义务）。

### 3.5 Effect of termination 终止的影响

If this agreement is terminated under clause 3.3 (then, in addition to any other rights, powers or remedies provided by law), each party:

如果本协议根据第 3.3 条终止，则除法律规定的任何其他权利、权力或补救措施外，每一方：

- (a) is released from its obligations under this agreement other than in relation to clause 8 and clause 9; and  
均被解除其在本协议项下的义务，但与第 8 和第 9 条有关的除外；以及

- (b) retains the rights it has against any other party in connection with any breach or Claim that has arisen before termination.  
均保留其针对任何其他方就终止前发生的违约或索赔所享有的权利。

## 4. Completion 交割

### 4.1 Time and place of Completion 交割时间和地点

Completion will take place on the Completion Date at the Sydney office of MinterEllison or at such other time and place agreed by the parties in writing.  
交割将于交割日期在 MinterEllison 悉尼办事处或双方书面同意的其他时间和地点进行。

### 4.2 Use of proceeds 收益的使用

The Company acknowledges that the net proceeds from Completion must be used for funding of the Muga Project Phase 1 capital expenditures as approved by the board of directors of the Company and general working capital purposes of the Company.  
公司确认，交割产生的净收入必须用于满足经公司董事会批准的 Muga 项目 1 期的资本支出和公司的一般流动资金需求。

### 4.3 Subscriber's obligations at Completion 认购人在交割时的义务

At Completion, the Subscriber must:  
在交割时，认购人：

- (a) if it has nominated one or more Nominees under clause 2.3, procure that each such Nominee provides to the Company a duly executed Share Subscription Form (pursuant to which the Nominee agrees, among other things, to subscribe for its Nominated Shares);  
若已根据第 2.3 条指定一名或多名被指定人，则必须促使每一该等被指定人向公司提供一份正式签署的股份认购表（据此，被指定人同意（在其他事项外）认购其指定股份）；
- (b) subscribe for that number of the Subscription Shares which are to be issued to it as contemplated by the terms of this agreement, less any Subscription Shares for which it has nominated that its Nominee(s) will subscribe for under clause 2.3; and  
必须认购根据本协议条款拟向其发行的认购股份数量，减去其根据第 2.3 条指定由其被指定人认购的任何认购股份；及
- (c) pay or procure the payment of the Subscription Amount in immediately available funds to the account nominated by the Company to the Subscriber at least two Business Days prior to the Completion Date.  
必须以立即可用的资金向公司向认购人指定的账户（在交割日期前至少两个工作日指定）支付或促使支付认购金额。

### 4.4 The Company's obligations at Completion 公司在交割时的义务

At Completion, the Company will:  
在交割时：

- (a) if the Subscriber has nominated one or more Nominees under clause 2.3 and subject to receipt of a duly executed Share Subscription Form from each such Nominee, issue to each such Nominee its Nominated Shares;

如果认购人已根据第 2.3 条指定一名或多名被指定人，在从每一该等被指定人处收到正式签署的股份认购表的前提下，公司将向每一该等被指定人发行其指定股份；

- (b) issue to the Subscriber that number of Subscription Shares which are to be issued to it as contemplated by the terms of this agreement less any Subscription Shares for which it has nominated that a Nominee will subscribe for under clause 2.3; and  
公司将向认购人发行根据本协议条款拟向其发行的认购股份数量，减去其根据第 2.3 条指定由其被指定人认购的任何认购股份；及
- (c) register the Subscriber or the Nominee (as the case may be) as the holder of the Subscription Shares or Nominated Shares (as applicable) in its register of members.  
公司将在其股东名册中将认购人或被指定人（视情况而定）登记为认购股份或指定股份（如适用）的持有人。

#### **4.5 The Company's obligations immediately following Completion** **公司在交割后的义务**

Immediately following the Completion Date, the Company must:  
紧随交割日期之后，公司必须：

- (a) deliver to the Subscriber a holding statement for the Subscription Shares to be issued to it under this agreement;  
向认购人交付根据本协议将向其发行的认购股份的持有声明；
- (b) deliver to each Nominee a holding statement for the Nominated Shares to be issued to it under this agreement; and  
向每一被指定人交付根据本协议将向其发行的指定股份的持有声明；及
- (c) provide ASX with:  
向 ASX:
  - (i) a notice in relation to the Subscription Shares in accordance with section 708A(5)(e) of the Corporations Act which complies with section 708A(6) of the Corporations Act, or if it is unable to provide such a notice, lodge a disclosure document with ASIC and ASX pursuant to section 708A(11)(b)(i) of the Corporations Act; and  
根据《公司法》第 708A(5)(e)条就认购股份发出符合《公司法》第 708A(6)条规定的通知，如果无法发出该等通知，则根据《公司法》第 708A(11)(b)(i)条向 ASIC 及 ASX 提交披露文件；及
  - (ii) an Appendix 2A in accordance with all applicable laws in respect of the Subscription Shares.  
根据所有适用法律就认购股份提交附录 2A。

#### **4.6 Simultaneous actions at Completion** **交割时的同步行动**

In respect of Completion (i) the obligations of the parties under this agreement are interdependent and (ii) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date.

关于交割，(i) 本协议项下双方的义务是相互依存的，并且(ii) 所有需要采取的行动将被视为在交割日期同时发生。

#### **4.7 Acknowledgements** **确认**

The Subscriber acknowledges and agrees that:  
认购人确认并同意：

- (a) subject to clause 4.5(c), no disclosure document of any kind will be lodged by the Company in connection with the offer or issue of the Subscription Shares;

除第 4.5(c)条中所涉及的披露之外，公司不会就认购股份的发售或发行提交任何类型的披露文件；

- (b) this agreement does not constitute financial product advice and that the Company has not had regard to the Subscriber's particular objectives, financial situation and needs;  
本协议不构成金融产品建议，且公司未考虑认购人的特定目标、财务状况和需求；
- (c) holding Securities involves a degree of risk and that the Subscription Shares are, therefore, a speculative investment;  
持有证券涉及一定程度的风险，因此认购股份属于投机性投资；
- (d) it has made and relied upon its own due diligence assessment of an investment in Shares;  
其已对股份投资进行自己的尽职调查评估，并以此为依据；
- (e) it has not relied on any forecasts, projections, opinions of future performance or other predicative statements relating to the Company; and  
其没有依赖任何预测、预估、对未来业绩的看法或与公司有关的其他预测性声明；及
- (f) it has not relied upon any representation made by the Company or any of its Representatives, except the Warranties and the IA Warranties.  
其没有依赖公司或其任何代表所作的任何陈述，但保证和实施协议保证除外。

## 5. Warranties 保证

### 5.1 Accuracy 准确性

- (a) The Company represents and warrants to the Subscriber that each Warranty is correct and not misleading in any material respect on the date of this agreement and on the Completion Date as if made on and as of each of those dates.  
公司向认购人陈述并保证，在本协议日期和交割日期，每项保证在任何重大方面均正确且无误导性，如同是在上述各日期作出一样。
- (b) The Subscriber holds the benefit of each Warranty on its own behalf and on trust for each of its Nominees to the extent that each such Nominee has been nominated to subscribe for Subscription Shares under clause 2.3 and provided that each such Nominee has delivered to the Company a duly executed Share Subscription Form.  
认购人代表自身并为其每一被指定人信托持有每项保证的利益，前提是每一该等被指定人已根据第 2.3 条被指定认购股份，且每一该等被指定人已向公司交付正式签署的股份认购表。

### 5.2 Separate Warranties 单独保证

Each Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made may not be restricted by reference to or inference from any other statement.  
每项保证应视为单独的陈述和保证。对任何声明的解释不因引用任何其他声明或从中作出推断而受到限制。

### 5.3 No extinguishment 不失效

The Warranties are not extinguished or affected by any investigation made by, or on behalf of, the Subscriber into the affairs of the Company or by any other event or matter unless:  
保证不因认购人或其代表对公司事务进行的任何调查或任何其他事件或事项而失效或受影响，除非：

- (a) the Subscriber has given a specific written waiver or release;  
认购人以书面形式明确表示放弃或免除责任；

- (b) in relation to the Warranties set out in clause 3 of Schedule 1 only, the Claim relates to a matter which was fully disclosed to the Subscriber before the date of this agreement; or  
(仅就附件 1 第 3 条中所载的保证而言) 该索赔涉及在本协议日期之前向认购人充分披露的事项; 或
- (c) the Claim relates to a thing done or not done after the date of this agreement at the request or with the approval of the Subscriber.  
索赔涉及在本协议日期之后应认购人的要求或经认购人批准所做或未做的事情。

#### **5.4 Warranty cap** **保证上限**

The Company's total liability for loss or damage of any kind however caused, in contract, tort (including negligence), under any statute or otherwise arising from or relating to any and all Claims arising from or relating in any way to a Claim by the Subscriber for a breach of Warranty is limited to the amount paid by the Subscriber for the Subscription Shares which have been issued to it under this agreement.

对于认购人因违反保证而提出的索赔引起或以任何方式与之相关的任何及所有索赔所导致或与之有关的任何类型的损失或损害 (无论是如何造成的, 无论是基于合同、侵权 (包括过失)、法律或其他依据), 公司承担的全部责任以认购人就根据本协议向其发行的认购股份所支付的金额为限。

#### **5.5 Time limit on Claims** **索赔时限**

The Subscriber may not make any Claim for breach of Warranty unless full details of the Claim have been notified to the Company within 18 months from the Completion Date. A Claim is not enforceable against the Company and is taken to have been withdrawn unless any legal proceedings in connection with the Claim are commenced within six months after written notice of the Claim is served on the Company.

认购人不得就违反保证提出任何索赔, 除非在交割日期起 18 个月内将索赔的全部详情通知公司。除非在向公司送达索赔的书面通知后 6 个月内就该索赔启动任何法律程序, 否则该索赔不可针对公司强制执行, 并视为已被撤回。

#### **5.6 No double claims** **不得双重索赔**

- (a) The Company is not liable under a Claim for any Loss that Subscriber recovers, or is compensated for, under the Implementation Agreement.

对于索赔项下认购人根据实施协议收回或得到赔偿的任何损失, 公司不承担责任。

- (b) This clause 5.6 does not prevent the Subscriber from making and commencing a Claim under the Implementation Agreement. However, if for any reason more than one amount is paid in respect of the same Loss, the Subscriber must procure that the additional amount is immediately repaid to the Company so as to give full effect to clause 5.6(a).

本第 5.6 条并不阻止认购人根据实施协议进行和提起索赔。但是, 如果出于任何原因, 就同一损失支付了多笔金额, 认购人必须确保立即向公司偿还多付的金额, 以使第 5.6(a)条充分有效。

### **6. Subscriber warranties** **认购人保证**

The Subscriber represents and warrants to the Company that each of the following statements is correct and not misleading in any material respect on the date of this agreement and will be correct and not misleading in any material respect as at the date of the Completion Date as if made on each of those dates:

认购人向公司陈述并保证, 以下各项声明在本协议日期在任何重大方面均正确且无误导性, 在交割日期在任何重大方面将正确且无误导性, 如同是在上述各日期作出一样:

- (a) it is duly incorporated, in good standing (where applicable), and validly existing under the laws of its jurisdiction of incorporation;  
其系正式注册成立, 信誉良好 (如适用), 并根据其注册成立地司法管辖区的法律有效存续;

- (b) it has the power to enter into and perform this agreement and it has taken all necessary corporate actions and obtained or effected all required authorisations to enable it to enter into, deliver, exercise its rights and perform its obligations under this agreement and the transactions contemplated by this agreement;  
其有权力签订和履行本协议，并已采取一切必要的公司行动，获得或落实一切必要的授权，使其能够签订、交付本协议及本协议拟进行的交易、行使其在本协议及该等交易项下的权利并履行其在本协议及该等交易项下的义务；
- (c) this agreement constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy;  
本协议构成对其有效并具有约束力的义务，可根据其条款通过适当的法律补救措施强制执行；
- (d) this agreement and Completion do not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of its constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law (including, without limitation, the Corporations Act, the FATA and the Competition and Consumer Act 2010 (Cth)), rule or regulation to which it is a party or is subject or by which it is bound;  
本协议和交割不与其章程的任何规定或其作为一方或受之约束的任何协议、契约、令状、命令、禁令、判决、法律（包括但不限于《公司法》、FATA 和《2010 年竞争和消费者法》（澳大利亚联邦））、规则或法规的任何重要规定冲突，不导致违反该等规定项下的任何义务（包括任何法定义务、合同义务或信托义务），也不构成或导致在该等规定项下违约；
- (e) it is not Insolvent;  
其没有发生破产事件；
- (f) subject to clause 4.5(c), the offer and issue of Subscription Shares does not require a disclosure document of any kind to be lodged by the Company with a Government Agency and that the Subscriber is a person to whom an offer and issue of Securities can be made without disclosure in accordance with the laws of the jurisdiction of which the Subscriber is incorporated;  
受限於第 4.5(c) 条，认购股份的发售和发行不需要公司向政府机构提交任何类型的披露文件，且根据认购人注册成立地司法管辖区的法律，无需披露即可向认购人发售和发行证券；
- (g) it is not a related party or associate of the Company or the Other Investors for the purposes of the Corporations Act or the ASX Listing Rules;  
就《公司法》或 ASX 上市规则而言，其不是公司或其他投资者的关联方或关系人；
- (h) it is not acquiring any Subscription Shares for or on account of one or more other persons; and  
其不是为或代表一名或多名其他人士购买任何认购股份；及
- (i) the Subscription Shares will be subscribed for by the Subscriber with funds that are from legitimate sources in connection with regular business activities, do not constitute the proceeds of crime as contemplated by the *Proceeds of Crime Act 1987* or 2002 (Cth) (and equivalent legislation in any other relevant jurisdiction) and would not constitute a breach of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (and equivalent legislation in any other relevant jurisdiction), and the Subscriber is (and will be) in compliance with the requirements of any equivalent laws or relevant obligations under anti-money laundering and counter-terrorism financing laws and regulations in the jurisdictions in which it is incorporated or carries on business to the extent that those laws and regulations apply to its subscription for the Subscription Shares.  
认购人认购认购股份的资金来自与正常商业活动有关的合法来源，不构成《1987 年或 2002 年犯罪收益法》（澳大利亚联邦）（及任何其他相关司法管辖区的同等立法）所述的犯罪所得，亦不会违反《2006 年反洗钱及反恐融资法》（澳大利亚联邦）（及任何其他相关司法管辖区的同等立法），且认购人遵守（并将遵守）其注册成立或开展业务所在司法管辖区的任何同等法律或反洗钱及反恐融资法律法规项下的相关义务的要求（只要该等法律法规适用于其认购认购股份）。

## 7. Announcements

### 公告

### 7.1 Public announcements

#### 公告

Except for any public announcement concerning the transactions referred to in this agreement already made by the Company before the date of this agreement but subject to clause 7.2, neither party may, before or after Completion, make or send a public announcement or communication concerning the transactions referred to in this agreement unless it has first provided the other party with a draft of the announcement or communication and obtained the written consent of the other party, which consent is not to be unreasonably withheld or delayed.

除公司在本协议日期前已就本协议所述交易发布的任何公告外（但受限于第 7.2 条的规定），在交割之前或之后，任何一方均不得发布或发送有关本协议所述交易的公告或通讯，除非该方已首先向另一方提供公告或通讯的草案并获得另一方的书面同意（不得无理拒绝或延迟作出该等同意）。

### 7.2 Public announcements required by law

#### 法律规定的公告

Clause 7.1 does not apply to a public announcement, communication or circular required by law or a regulation of a stock exchange, if the party required to make or send it has:

第 7.1 条不适用于法律或证券交易所条例所要求的公告、通讯或通函，条件是被要求作出或发送该公告、通讯或通函的一方：

- (a) to the extent practicable, provided the other party with sufficient notice to enable it to seek a protective order or other remedy; and  
在可行的情况下，充分提前向另一方发出通知，使其能够寻求保护令或其他救济；及
- (b) provided all assistance and co-operation that the other party considers necessary (acting reasonably) to prevent or minimise that disclosure.  
提供另一方（合理行事）认为必要的一切协助与合作，以防止披露或尽量减少披露内容。

## 8. Costs and duty

### 费用和税费

- (a) Each party agrees to pay its own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this agreement.  
每一方同意支付其自身与本协议的谈判、准备、签署和完成有关的法律和其他费用和支出。
- (b) The Subscriber agrees to pay all duty (including associated fines and penalties) chargeable, payable or assessed in relation to this agreement and the issue of Subscription Shares to the Subscriber.  
认购人同意支付与本协议及向认购人发行认购股份有关的所有应收、应缴或估定的税费（包括相关的罚款和罚金）。

## 9. Confidentiality

### 保密性

- (a) All Confidential Information exchanged between the parties under this agreement or during the negotiations preceding this agreement (other than Excluded Information) is confidential and may not be disclosed to any person except:  
双方根据本协议或在本协议之前的谈判期间交换的所有机密信息（除外信息除外）均属机密，不得向任何人披露，但以下情况除外：
  - (i) employees, legal advisers, auditors and other consultants of the party or its Related Bodies Corporate requiring the information for the purposes of this agreement;  
为本协议之目的需要信息的一方或其相关法人团体的雇员、法律顾问、审计师和其他顾问；

- (ii) with the consent of the party who supplied the information;  
经信息提供方同意;
  - (iii) if a party or its Related Bodies Corporate is required to do so by law, a stock exchange or any regulatory authority; or  
如果法律、证券交易所或任何监管机构要求一方或其相关法人团体披露; 或
  - (iv) if a party is required to do so in connection with legal proceedings relating to this agreement.  
如果一方在与本协议有关的法律程序中被要求披露。
- (b) A party must not use any Confidential Information (other than Excluded Information), except for the purpose of performing its obligations under this agreement or as otherwise required by operation of law.  
一方不得使用任何机密信息 (除外信息除外), 除非是为了履行本协议规定的义务或法律另有规定。
- (c) This clause 9 will survive termination of this agreement.  
本第 9 条在本协议终止后继续有效。

## 10. GST 商品及服务税

Unless otherwise specified, all amounts payable under or in connection with this agreement (including any amount payable by way of warranty claim, reimbursement or otherwise and any non-monetary consideration) have been and will be calculated exclusive of GST. The Subscriber must pay to the Company all GST that the Company is liable to pay (directly or indirectly) in relation to any supply under or in connection with this agreement.

除非另有规定, 否则本协议项下或与本协议有关的所有应付金额 (包括以担保索赔、补偿或以其他方式应付的任何金额以及任何非货币对价) 在计算时均不包括商品及服务税。认购人必须向公司支付公司就本协议项下或与本协议有关的任何供应有责任 (直接或间接) 缴纳的所有商品及服务税。

## 11. Notices and other communications 通知和其他通信

### 11.1 Form – all communications 格式 - 所有通信

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be:

除非本协议中另有明确规定, 否则与本协议有关的所有通知、证明、同意、批准、弃权和其他通信均须:

- (a) in writing;  
采用书面形式;
- (b) in English or accompanied by a certified translation into English;  
用英文书写或附有经认证的英文译文;
- (c) signed by the sender (if an individual) or an authorised officer of the sender; and  
由发件人 (如为个人) 或发件人的授权人员签署; 及
- (d) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.  
标注详细信息中指定的收件人, 如果接收方另有通知, 则标注最后通知的收件人。

## 11.2 Delivery 交付

Communications must be:  
通信必须:

- (a) left at the address set out or referred to in the Details; or  
置于详细信息中列出或提及的地址; 或
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;  
or  
以预付邮资的普通邮件(如适用, 通过航空邮件)寄往详细信息中列出或提及的地址; 或
- (c) sent by email to the email address set out or referred to in the Details; or  
通过电子邮件发送至详细信息中列出或提及的电子邮件地址; 或
- (d) given in any other way permitted by law.  
以法律允许的任何其他方式发送。

However, if the intended recipient has notified a changed address or email address, then communications must be to that address or email address.  
但是, 如果预期接收方已通知更改地址或电子邮件地址, 则通信必须发往该地址或电子邮件地址。

## 11.3 When effective 何时生效

Communications take effect from the time they are received or taken to be received under clause 11.4 (whichever happens first) unless a later time is specified.  
通信自收到或根据第 11.4 条视为收到之时(以先发生者为准)生效, 除非指定了较晚的时间。

## 11.4 When taken to be received 何时视为收到

Communications are taken to be received (i) if sent by post, five days after posting (or twelve days after posting if sent from one country to another) or (ii) if sent by email, on the day when it is transmitted.  
通信(i) 若以邮寄方式发送, 则在寄出后五天(若从一国寄往另一国, 则在寄出后十二天)视为收到, 或(ii) 若以电子邮件发送, 则在传送当日视为收到。

## 11.5 Receipt outside business hours 非营业时间收到

Despite clauses 11.3 and 11.4, if communications are received or taken to be received under clause 11.4 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.  
尽管有第 11.3 和 11.4 条的规定, 如果通信在收件地下午 5:00 之后或在非工作日收到或根据第 11.4 条视为收到, 则视为在下一个工作日上午 9:00 收到, 并从该时间起生效, 除非指定了较晚的时间。

## 12. Miscellaneous 其他规定

- (a) A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.  
除非本协议另有明确规定, 否则一方可以其认为适当的任何方式(包括施加条件)行使权利或救济, 或给予或拒绝同意。如果一方未充分行使权利或救济, 或未在特定时间行使权利或救济, 该方以后仍可行使。
- (b) Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not

invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

本协议的任何条款如在任何司法管辖区被禁止或无法执行，则在禁止或无法执行的范围内对该司法管辖区无效。这不会导致本协议其余条款无效，也不会影响该条款在任何其他司法管辖区的有效性或可执行性。

- (c) A party may not assign this agreement without the prior written consent of the other party.  
未经另一方事先书面同意，一方不得转让本协议。
- (d) A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.  
一方对因行使或试图行使、未能行使或延迟行使本协议项下的权利或救济而造成的损失不承担责任。
- (e) By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.  
一方在给予批准或同意时，并不对与同意或批准事项有关的任何情况作出或给出任何保证或陈述。
- (f) The parties' rights and remedies under this agreement may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.  
即使在行使本协议规定的权利和救济时涉及职责冲突或一方有个人利益，双方仍可行使。
- (g) The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.  
本协议中规定的权利和救济是法律独立于本协议赋予的其他权利和救济之外的。
- (h) Rights given to the parties under this agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.  
本协议赋予双方的权利以及双方在本协议下的责任不受任何在其他方面依法可能影响双方的事物的影响。
- (i) A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.  
经受约束的一方或多方签署书面文件，方可放弃或更改本协议的任何条款或根据本协议产生的权利。
- (j) The warranties and undertakings in this agreement do not merge and are not extinguished on Completion and will survive after Completion.  
本协议中的保证和承诺不因交割而合并和失效，并在交割后继续有效。
- (k) Each party agrees, at its own expense, to do anything the other party asks as may be necessary or desirable to give full effect to the provisions of this agreement and the transactions contemplated by it.  
每一方同意自费做另一方要求的任何必要或适宜的事情，以充分落实本协议的规定及本协议所拟的交易。
- (l) Time is of the essence of this agreement.  
时间是本协议的关键要素。
- (m) This agreement and the Implementation Agreement constitute the entire agreement of the parties about its subject matter and supersede all previous agreements, understandings and negotiations on that subject matter.  
本协议和实施协议构成双方关于其主题事项的完整协议，并取代之之前关于该主题事项的所有协议、谅解和协商。
- (n) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.  
任何解释规则的适用都不会因为一方负责编制或寻求依赖本协议或其任何部分而对该方不利。
- (o) The parties acknowledge they have obtained, or have had the opportunity to obtain, independent legal advice in relation to this agreement (including in relation to their rights and obligations under this agreement).

双方承认已获得或有机会获得与本协议有关的独立法律意见（包括与本协议规定的权利和义务有关的法律意见）。

- (p) The Subscriber acknowledges and agrees that any translation of this agreement into a language other than English is for convenience only. In the event of inconsistency between the English language terms and any translation of this agreement, the English language terms prevail.

认购人承认并同意，将本协议翻译成英语以外的语言仅为方便。如果本协议的英文条款与任何译文之间出现不一致，则以英文条款为准。

## 13. Governing law and arbitration

### 适用法律和仲裁

#### 13.1 Governing law

##### 适用法律

- (a) This agreement is governed by the law in force in New South Wales, Australia.

本协议受澳大利亚新南威尔士州现行法律管辖；

- (b) Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (**SIAC**) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (**SIAC Rules**) for the time being in force, which rules are deemed to be incorporated by reference in this clause:

因本协议（包括关于本协议的存在、效力或终止的任何问题）引起的或与之有关的任何争议应提交给新加坡国际仲裁中心（**SIAC**），根据现行有效的新加坡国际仲裁中心仲裁规则（**SIAC 规则**）（该等规则视为通过提述纳入本条）通过仲裁最终解决：

- (i) The seat of arbitration shall be Singapore and the language of arbitration shall be English;  
仲裁地点为新加坡，仲裁语言为英文；

- (ii) The number of arbitrators shall be three (3), one of whom shall be nominated by the claimant(s), one by the respondent(s) and the third of whom, who shall act as Chairman of the Tribunal, shall be nominated by the two party nominated arbitrators, provided that if the third arbitrator has not been nominated within twenty (20) Business Days of the nomination of the second party nominated arbitrator, such third arbitrator shall be appointed by the President of the SIAC in accordance with the SIAC Rules;

仲裁员人数应为三（3）名，其中一名由申请人提名，一名由被申请人提名，第三名担任仲裁庭主席的仲裁员应由双方提名的仲裁员提名，但是，如果第三名仲裁员未在第二方提名的仲裁员被提名后二十（20）个工作日内被提名，则应由 **SIAC** 主席根据 **SIAC** 规则任命该第三名仲裁员；

- (iii) The language to be used in the arbitral proceedings shall be English only;  
仲裁程序中使用的语言应仅为英语；

- (iv) By agreeing to arbitration, the parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction or attachment in aid of the arbitration, or order any interim or conservatory measure;  
双方同意仲裁并无意剥夺任何具有管辖权的法院裁定任何形式的临时救济的能力，包括协助仲裁的初步禁令或扣押，或命令采取任何临时或保全措施；

- (v) A request for such provisional remedy or interim or conservatory measure by a party to a court shall not be deemed a waiver of this agreement to arbitrate; and  
一方当事人向法院申请该等临时救济或临时或保全措施不应被视为放弃本仲裁约定；及

- (vi) The arbitral award rendered by the tribunal shall be final and binding on the parties.  
仲裁庭作出的仲裁裁决是终局的，对双方均有约束力。

### 13.2 Agent for service of process 诉讼文书送达代理人

The Subscriber appoints Dr. Zhang Lei of Suite 701, 31 Market Street, Sydney NSW 2000, Australia (Agent) as its agent to receive service of process for any proceedings arising out of or in connection with the subject matter of this agreement. The Subscriber undertakes to maintain this appointment until the earlier of the Completion Date and the Sunset Date, and agrees that any such process served on the Agent is taken to be served on the Subscriber.

认购人指定地址位于 Suite 701, 31 Market Street, Sydney NSW 2000, Australia 的张磊博士（代理人）为其代理人，接收因本协议主题事项而产生或与之相关的任何诉讼程序的文件。认购人承诺维持该委任，直至交割日期和日落日（以较早者为准），并同意任何送达代理人的法律程序文件均视为送达认购人。

### 14. Counterparts and execution 对应文本和签署

This agreement may be executed in at least four counterpart or copies (with each party holding at least two copies each), with signatures appearing on different counterparts or copies, and this has the same effect as if the signatures on the counterparts or copies were on a single copy of this agreement. Without limiting the foregoing, if any of the signatures on behalf of one party are on different counterpart or copies of this agreement, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this agreement. A party who has executed a counterpart of this agreement may exchange it with another party by emailing a pdf (portable document format) copy of the executed counterpart to that other party. Subject to compliance with applicable law, this agreement may be executed electronically and an executed electronic copy of the same will serve as a legally binding contract with the same force and effect as the original.

本协议可签署至少四份对应文本或副本（每一方至少各执两份），在不同的对应文本或副本上签字，其效力等同于在本协议的同一份副本上签字。在不限制前述规定的前提下，如果代表一方的任何签字出现在本协议的不同对应文本或副本上，则应视为在本协议同一对应文本和同一份副本上签字，并与之具有相同的效力。已签署本协议对应文本的一方可通过电子邮件向另一方发送已签署对应文本的 pdf（便携文件格式）副本，与另一方交换该签署本。在遵守适用法律的前提下，本协议可以电子方式签署，经签署的电子副本将作为具有法律约束力的合同，与正本具有同等效力。

### 15. Language 语言

This agreement is written in both English and Chinese language. In the event of any inconsistency between the two language versions, the English version shall prevail.

本协议以英文和中文书写。如果两种语言版本之间存在任何不一致，应以英文版本为准。

# Schedule 1 – Warranties

## 附件 1 - 保证

### 1. Incorporation and power 成立与权力

- (a) The Company is duly incorporated and validly exists under the provisions of the Corporations Act.  
公司根据《公司法》的规定正式注册成立并有效存续。
- (b) The Company has the power to own its assets and to carry on its business as it is now being conducted.  
公司有权拥有其资产并按目前的方式开展其业务。

### 2. Power and authority 权力和权限

- (a) The Company has the power and authority to enter into and perform its obligations under this agreement (subject to satisfaction of the Conditions) and it has taken all necessary corporate actions and obtained or effected all required authorisations (subject to satisfaction of the Conditions) to enable it to enter into, deliver, exercise its rights and perform its obligations under this agreement and the transactions contemplated by this agreement.  
公司拥有权力和权限签订本协议并履行其在本协议项下的义务（在条件得到满足的情况下），并已采取一切必要的公司行动并获得或落实一切必要的授权（在条件得到满足的情况下），使其能够签订、交付本协议及本协议拟进行的交易、行使其在本协议及该等交易项下的权利并履行其在本协议及该等交易项下的义务。
- (b) Subject to satisfaction of the Conditions, this agreement constitutes legal, valid and binding obligations upon the Company enforceable in accordance with its terms by appropriate legal remedy.  
在满足条件的前提下，本协议构成对公司的合法、有效和有约束力的义务，可根据其条款通过适当的法律补救措施强制执行。
- (c) The transactions contemplated by this agreement do not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of the Constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law (including, without limitation the Corporations Act), rule or regulation to which it is a party or is subject or by which it is bound.  
本协议拟进行的交易不与章程的任何规定或其作为一方或受之约束的任何协议、契约、令状、命令、禁令、判决、法律（包括但不限于《公司法》）、规则或法规的任何重要规定冲突，不导致违反该等规定项下的任何义务（包括任何法定义务、合同义务或信托义务），也不构成或导致在该等规定项下违约。

### 3. Disclosure and information 披露和信息

- (a) The Company has at all times during the 12 months up to and including the date of this agreement been, and continues to be, in compliance with ASX Listing Rule 3.1 in all material respects and the Company is not aware of any "excluded information" within the meaning of section 708A(7) of the Corporations Act which has not previously been announced to ASX other than in respect of the transactions contemplated by this agreement and the Implementation Agreement, and disclosure of such "excluded information" by the Company will be materially in the form of the draft announcement and investor presentation which the Company has provided to the Subscriber.  
在截至本协议日期（含本协议日期）的 12 个月期间，公司在所有重大方面一直并将继续遵守 ASX 上市规则第 3.1 条的规定，据公司所知，不存在任何《公司法》第 708A(7)条所指的"除外信息"此前未向 ASX 公布，但与本协议和实施协议拟进行的交易有关的除外信息除外，且公司将主要以公司已提供给认购方的公告和投资者介绍草案的形式披露该等"除外信息"。

- (b) Save for the information referred to in paragraphs (c) and (d) below, no information provided to the Subscriber by the Company is incomplete, false or misleading in any material respect.  
除下文(c)和(d)段所述的信息外,公司向认购人提供的任何信息均不存在在任何重大方面不完整、不属实或有误导性的情况。
- (c) No information provided to the Subscriber by the Company which was prepared by a person other than the Company and clearly marked as such, is, to the best of the Company's knowledge, information and belief having made due and diligent enquiries, incomplete, false or misleading in any material respect.  
公司向认购人提供的、由公司之外的人士编制并明确标明如此的信息,就公司在作出适当及尽责的查询后所知、所悉和所信,不存在在任何重大方面不完整、不属实或有误导性的情况。
- (d) To the extent that information provided to the Subscriber by the Company was prepared by the Company based on materials prepared by a person other than the Company and reliance was placed by the Company on such materials (and the reliance concerned was clearly marked), such information is to the best of the Company's knowledge, information and belief having made due and diligent enquiries, not incomplete, false or misleading in any material respect.  
倘若公司向认购人提供的信息是公司根据公司之外的人士所编制的资料编制,且公司依赖该等资料(并清楚注明有关依赖),则就公司在作出适当及尽责的查询后所知、所悉和所信,该等信息不存在在任何重大方面不完整、不属实或有误导性的情况。
- (e) No information provided by the Company for use in preparation of the information referred to in paragraph (c) above, is incomplete, false or misleading in any material respect.  
公司提供的用于编制上文(c)段所述信息的资料不存在在任何重大方面不完整、不属实或有误导性的情况。
- (f) Any statement of opinion, belief, expectation, intention or policy contained in the announcement and investor presentation, whether it relates to a future matter (including forward looking statements and forecast financial information) or otherwise, was (at the time made), made on reasonable grounds, after making due and careful enquiry using assumptions believed to be reasonable.  
公告和投资者介绍中包含的任何意见、观点、预期、意向或政策陈述,不论涉及未来的事项(包括前瞻性陈述和预测财务信息)还是涉及其他,(在作出之时)均基于合理的依据作出,并且是在采用被认为合理的假设进行适当、审慎的查询后作出的。

#### 4. Solvency 偿付能力

Each Group Member is not Insolvent.  
各集团成员均未发生破产事件。

#### 5. Subscription Shares and share capital 认购股份和股本

- (a) The Subscription Shares will, upon issue, be fully paid.  
认购股份将在发行时缴足股款。
- (b) At the date of this agreement, the Company has the following Securities on issue:  
在本协议之日,公司已发行以下证券:
- (i) 392,183,733 Shares;  
392,183,733 股股份;
  - (ii) 19,931,052 unlisted options, which on satisfaction of the vesting conditions and exercise, entitle the holder to receive one Share;  
19,931,052 份非上市期权,在满足归权条件并行使后,其持有人有权就每份期权获得 1 股股份;

- (iii) 2,652 unlisted convertible notes.  
2,652 份非上市可转换票据。
- (c) Other than the obligations of the Company to issue Shares on exercise of any options specified above or conversion of convertible notes specified above, or as has otherwise been announced to ASX on or prior to the date of this agreement, the Company is not under any obligation to issue Shares to any person.  
除公司在行使上述任何期权或转换上述可转换票据时发行股份的义务或在本协议日期之日或之前另行向 ASX 公布的义务外，公司没有任何义务向任何人发行股份。
- (d) The Subscription Shares will, on issue, rank equally in all respects with existing issued fully paid Shares in the Company, including the payment of any distributions following allotment.  
认购股份在发行时将在所有方面与公司现有已发行的缴足股款的股份享有同等地位，包括在配发后支付任何分配款。
- (e) The Subscription Shares will be issued free from all Encumbrances.  
认购股份的发行不附带任何权利负担。
- (f) Subject only to the satisfaction of the Conditions, there is no restriction on issue of the Subscription Shares to the Subscriber.  
仅在满足条件的前提下，向认购人发行认购股份不受限制。
- (g) The Company is admitted to the official list of the financial market operated by the ASX, has not been removed from the official list and, to the best of the Company's knowledge, no removal from the official list has been threatened by ASX, and quotation of the Shares has not been suspended or terminated.  
公司已被纳入 ASX 运行的金融市场官方名单，未被剔除出该名单，且据公司所知，ASX 未威胁要将公司剔除出该名单，而且股份的报价未被暂停或终止。
- (h) The Subscription Shares are and will be in a class of securities that were quoted securities at all times in the three months prior to the date of issue of the Subscription Shares and trading in that class of securities on ASX has not been suspended for more than a total of five days in the 12 months prior to the date of issue of the Subscription Shares.  
认购股份目前属于且将来会属于在认购股份发行日期前三个月内始终有报价的一类证券，并且，在认购股份发行日期前 12 个月内，未发生认购股份在 ASX 以此类别证券交易被暂停总计超过 5 天的情形。
- (i) All relevant requirements of section 708A of the Corporations Act (including section 708A(5)(e) but excluding section 708A(11) and (12)) are fulfilled so as to enable an offer for sale of the Subscription Shares without disclosure to investors within 12 months of the date of issue of the Subscription Shares.  
《公司法》第 708A 条（包括第 708A(5)(e)条，但不包括第 708A(11)和(12)条）的所有相关要求已经满足，从而能够在认购股份发行日期后 12 个月内发售认购股份而无需向投资者披露。
- (j) The Company is not issuing the Subscription Shares with the purpose of the Subscriber selling or transferring those Subscription Shares, or granting, issuing, or transferring interests in, or options over, them.  
公司发行认购股份的目的不是想让认购人出售或转让这些认购股份或授予、发行或转让其中的权益或其上的期权。
- (k) Subject to satisfaction of the IA Conditions, the issue of the Subscription Shares will not breach ASX Listing Rule 7.1 or any other ASX Listing Rule.  
在满足实施协议条件的前提下，发行认购股份不会违反 ASX 上市规则第 7.1 条或任何其他 ASX 上市规则。
- (l) The Company has not engaged in conduct that is misleading or deceptive (including by omission) or is likely to mislead or deceive in relation to this agreement and the offer or issue of the Subscription Shares, in each case in a material respect.  
公司未从事在任何重大方面就本协议和认购股份的发售或发行而言具有误导性或欺骗性（包括由于不作为）或可能造成误导或欺骗的行为。
- (m) The Company is not aware of any reason why ASX would not grant quotation of all Subscription Shares on ASX from the Completion Date.

据公司所知，不存在会使 ASX 拒绝从交割日期起允许所有认购股份在 ASX 报价的任何理由。

## 6. Litigation 诉讼

- (a) There are no prosecutions, litigation, arbitration, other dispute resolution proceedings, investigations or audits involving any member of the Group, in each case which would result in a material adverse change, nor (so far as the Company is aware) is any such matter pending or threatened against any member of the Group.

目前没有将会导致重大不利变化的涉及集团任何成员的起诉、诉讼、仲裁、其他争议解决程序、调查或审计，而且（据公司所知）也没有任何针对集团任何成员的任何未决或威胁提起的该等事项。

- (b) There is no unsatisfied judgment, order, arbitral award or decision of any court, tribunal or arbitrator, or unsatisfied settlement of proceedings in any court, tribunal or arbitration, against any member of the Group or any of their assets.

没有任何法院、法庭或仲裁机构针对集团任何成员或其任何资产的未履行判决、命令、仲裁裁决或决定，且没有针对集团任何成员或其任何资产的任何法院、法庭或仲裁程序的和解未履行。

## 7. No breach of law 无违法行为

No member of the Group is in breach, in any respect which would result in a material adverse change, of its constitution, any rules, regulations or requirements of ASX, or any applicable law, decree, judgment, legislation, order, regulation, statute, ordinance, treaty or other legislative measure.

集团任何成员均未在任何方面违反其章程、ASX 的任何规则、规定或要求或任何适用法律、裁定、判决、立法、命令、条例、法规、法令、条约或其他立法措施，从而会导致重大不利变化。

# Signing Page

## 签署页

**EXECUTED** as an agreement.  
作为协议签署

**Executed by Highfield Resources Limited ACN 153 918 257** in accordance with Section 127 of the *Corporations Act 2001*  
由高地资源有限公司（ACN 153 918 257）根据 2001 年《公司法》第 127 条签署

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Signature of director  
董事签名

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Signature of director/company secretary  
(Please delete as applicable)  
董事/公司秘书签名  
(请酌情删除)

---

Name of director (print)  
董事姓名（打印）

---

Name of director/company secretary (print)  
董事/公司秘书姓名（打印）

# Signing Page

## 签署页

**EXECUTED** as an agreement.

作为协议签署

**Executed by Yankuang Energy Group Company Limited**

由兖矿能源集团股份有限公司签署

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ZHAO Zhiguo, CFO

赵治国，财务总监

Usual address: No. 949, South Fushan Road, Zoucheng City,  
Jining City, Shandong Province, China.

常用地址：中国山东省济宁市邹城市凫山南路 949 号

# Exhibit A – Share Subscription Form

## 附录 A - 股份认购表

This is the share subscription form referred to in the equity subscription agreement entered into between Highfield Resources Limited ACN 153 918 257 (**Company**) and [insert name of Subscriber nominating the Nominee] (**Nominating Subscriber**) dated [insert] 2024 (**ESA**).

此为高地资源有限公司（ACN 153 918 257，公司）与[填入指定被指定人的认购人名称]（指定认购人）于2024年[填入]签订的股权认购协议（**股权认购协议**）中提及的股份认购表。

Terms used but not defined in this share subscription form have the meaning given to them in the ESA.

本股份认购表中使用但未定义的词语具有股权认购协议中赋予其的含义。

### Details of Nominee

#### 被指定人详细信息

Full name of nominee ( <b>Nominee</b> ) 被指定人（ <b>被指定人</b> ）全名	[insert name] [填入名称]
Address of Nominee 被指定人地址	[insert] [填入]

### Application for Nominated Shares

#### 指定股份申请

- (a) The Nominee applies to have [insert] Shares issued to it as a result of the nomination made by the Nominating Subscriber under clause 2.3 of the ESA.  
因指定认购人根据股权认购协议第 2.3 条作出指定，被指定人申请向其发行[填入]股股份。
- (b) On issue, the Shares will be fully paid.  
发行时，股份将缴足股款。
- (c) The Nominee will hold the Shares legally and [beneficially / non-beneficially].  
被指定人将合法[实益/非实益]持有股份。
- (d) The Nominee consents:  
被指定人同意：
- (i) to becoming a shareholder of the Company and to being named in the register of members of the Company in respect of the Shares which are issued to it on Completion in accordance with the ESA; and  
成为公司股东，并就根据股权认购协议在交割时向其发行的股份录入公司股东名册；及
- (ii) to being bound by the Constitution  
受章程约束。

[insert execution block for Nominee]

[插入被指定人的签字栏]

Dated:

日期: